



NORTH BAY WATER REUSE PROGRAM

Expanding Water Supplies with Regional Reuse



BOARD OF DIRECTORS MEETING

AGENDA

**Monday, November 29, 2021
9:30 AM**

**Due to Shelter in Place Orders, this meeting will be a Zoom Meeting only.
Meeting participants and the public may participate via the following:**

Join Zoom Meeting

<https://us02web.zoom.us/j/87476056491>

Meeting ID: 874 7605 6491

One tap mobile +16699009128, 87476056491# US (San Jose)

Dial in +1 669 900 9128 US (San Jose)

Meeting ID: 874 7605 6491

1. Call to Order (1 minute)

2. Roll Call (1 minute)

3. Public Comment (3 minutes)

(Any member of the public may address the Board at the commencement of the meeting on any matter within the jurisdiction of the Board. This should not relate to any item on the agenda. It is the policy of the Authority that each person addressing the Board limit their presentation to three minutes. Non-English speakers using a translator will have a time limit of six minutes. Any member of the public desiring to provide comments to the Board on an agenda item should do so at the time the item is considered. It is the policy of the Authority that oral comments be limited to three minutes per individual or ten minutes for an organization. Speaker's cards will be available in the Boardroom and are to be completed prior to speaking.)

4. Introductions (2 minutes)

5. Board Meeting Minutes of July 26, 2021 (2 minutes)

(The Board will consider approving the minutes from the July 26, 2021 Board meeting.)

**Action
Pages 4 – 6**

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| Information and Action
Page 7

Pages 8 – 34

Page 35 | 6. Report from the Chair (5 minutes)
(The Chair will report on items of interest to the Board.)

6.a Report from the Technical Advisory Committee (10 minutes)
(The Board will review the Report on the TAC meetings of October 20 and 21, 2021 and consider recommendations from the TAC moving forward.)

6.b Recognition to Rabi Elias for Service on the NBWRA Board of Directors (5 minutes)
(The Board will recognize and thank Rabi Elias, Las Gallinas Valley Sanitary District for eight years of service on the NBWRA Board of Directors.) |
| Information and Discussion
Pages 36 – 81 | 7. Review of the Memorandum of Understanding (20 minutes)
(The Board will review the Memorandum of Understanding: History, Purpose, Objectives, Board and TAC, Phase 1, Phase 2, Cost Sharing, Membership, and Fees.) |
| Information and Discussion
Page 82 | 8. Future Direction and Next Steps for NBWRA (30 minutes)
(The Board will participate in a discussion on the future direction for NBWRA and provide direction to the consultant team for next steps.) |
| Action
Page 83 | 9. Declaration of a State of Emergency Pursuant to AB361 Due to COVID-19 to Continue Remote Meetings Until the State of Emergency is Rescinded or Until January 1, 2024, Whichever Occurs First (2 minutes)
(The Board will consider declaring a State of Emergency due to COVID-19 to continue remote meetings until the emergency is rescinded or until January 1, 2024, whichever occurs first.) |
| Information
Pages 84 – 90 | 10. Consultant Progress Reports (5 minutes)
(The Board will review the consultant progress reports for the periods September - October 2021.) |
| Information
Pages 91 – 106 | 11. Financial Reports for the Fiscal Year Ending June 30, 2022 (5 minutes)
(The Board will review the Financial Reports for Fiscal Years Ending June 30, 2021 and June 30, 2021.) |
| Information
Page 107 | 12. Status of Phase 1 Reconciliation and Closeout Activities (5 minutes)
(The Board will be updated on Phase 1 status of reconciliation and closeout activities.) |
| Discussion
Page 108 | 13. Status of Phase 2 (10 minutes)
(The Board will be updated on the status of the Phase 2 EIR/EIS including possibly adding additional projects.) |
| Discussion
Page 109 | 14. Items for the Next Agenda (5 minutes)
(The Board will consider items for the next Agenda.) |
| Discussion | 15. Comments from the Chair, Board, and Member Agencies (5 minutes)
(The Board will discuss items for future discussion and the Chair, Board, or Member Agencies may make brief announcements or reports on their own activities, pose questions for clarification, and/or request that items be placed on a future agenda. Except as authorized by law, no other discussion or action may be taken.) |
| | 16. Adjournment (1 minute) |

**Next Board Meeting
To be announced**

(In compliance with the Americans with Disabilities Act of 1990, if you need special assistance to participate in a Board meeting, or you need a copy of the agenda, or the agenda packet, in an appropriate alternative format, please contact the Program Manager at (510) 410-5923. Notification of at least 48 hours prior to the meeting or time when services are needed will assist in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service. A copy of all the documents constituting the agenda packet is available for public inspection prior to the meeting at 404 Aviation Boulevard, Santa Rosa, CA 95403. Any person may request that a copy of the agenda or the agenda packet be mailed to them for a fee of \$.10 per page plus actual mailing costs. If you wish to request such a mailing, please contact Chuck Weir, Weir Technical Services, 3026 Ferndale Court, Pleasanton, CA 94588, 510-410-5923, chuckweir@sbcglobal.net. The agenda for each meeting is also available on-line at www.nbwra.org and will be available at the meeting.)

North Bay Water Reuse Authority
Board of Directors Meeting
September 27, 2021
DRAFT

1. Call to Order

Chair Rabbitt called the meeting to order at 9:33 a.m. on Monday, September 27, 2021. Due to Shelter in Place Orders, this meeting was a Zoom only meeting. Meeting participants and the public participated via the following link: <https://us02web.zoom/j/84458034981>.

2. Roll Call

PRESENT:	David Rabbitt, Chair	Sonoma Water
	Belia Ramos, Vice Chair	Napa County
	Jack Baker	North Marin Water District
	Brian Barnacle	City of Petaluma
	Rabi Elias	Las Gallinas Valley Sanitary District
	Jack Gibson	Marin Municipal Water District
	Susan Gorin	Sonoma Valley County Sanitation District
	Sandeep Karkal	Novato Sanitary District
	Dennis Rodoni	Marin County
	Scott Sedgley	Napa Sanitation District
	Pierre Washington	City of American Canyon

ABSENT: None

OTHERS

PRESENT:	Chuck Weir, Program Manager	Weir Technical Services
	Kevin Booker	Sonoma Water
	Lorenzo Cordova	Marin County
	Grant Davis	Sonoma Water
	Jason Farnsworth	City of Petaluma
	Jim Grossi	North Marin Water District
	Rene Guillen	Brown & Caldwell
	Pam Jeane	Sonoma Water
	Sandeep Karkal	Novato Sanitary District
	Drew McIntyre	North Marin Water District
	Mark Millan	Data Instincts
	Carmen Morales	Sonoma Water
	Jim O'Toole	ESA
	Larry Russell	Marin Municipal Water District
	Mike Savage	Data Instincts
	Paul Sellier	Marin Municipal Water District
	Brad Sherwood	Sonoma Water
	Jake Spaulding	Sonoma Water
	Dawn Taffler	Kennedy Jenks Consultants
	Tony Williams	North Marin Water District

3. Public Comments

There were no members of the public.

4. Introductions

Introductions were not made.

5. Board Meeting Minutes of July 26, 2021.

It was noted that Chair Rabbitt should be shown as absent in the minutes. On a motion by Vice Chair Ramos, seconded by Director Baker, the minutes of the July 26, 2021, meeting were unanimously approved by the Board by a roll call vote.

6. Report from the Chair

6.a Subgroup meeting of August 19, August 25, and September 17, 2021

The Board reviewed the August 19, August 25, and September 17 meetings of the subgroup. In keeping with past direction by the Board, a subgroup also known as the technical team has been meeting to track the progress of Phase 1 and Phase 2 projects, funding options, and developing potential workplans for addressing future issues of interest to NBWRA. The future issues are based on the results of the three county meetings that were held in June. The Subgroup met on August 19, August 25, and September 17, 2021.

7. Declaration of a State of Emergency pursuant to AB361 due to COVID-19 to continue remote meetings until the State of Emergency is rescinded or until January 1, 2024, whichever comes first

The Board discussed the rationale for the declaration and noted that their won agencies have been doing the same. On a motion by Vice Chair Ramos, seconded by Director Gorin, the Declaration of a State of Emergency pursuant to AB361 due to COVID-19 to continue remote meetings until the State of Emergency is rescinded or until January 2, 2024, whichever comes first was unanimously approved by a roll call vote.

8. Consultant Progress Reports

The Board reviewed the consultant progress reports for the period July - August 2021.

9. Financial Reports for Fiscal Years Ending June 30, 2021 and June 30, 2021.

The Board reviewed the financial reports for the periods ending June 30, 2021 and June 30, 2022. All expenses are tracking normally.

10. Future Direction and Next Steps for NBWRA

Members of the technical team discussed issues outlined in the presentation focusing on resilience areas that could become part of NBWRA's program of work. These areas include: continuing recycled water projects, potable reuse assessments, coordinated drought contingency planning, and sea level rise adaptation. The discussion also included a request that the technical team meet with the TAC to further refine the proposed projects/concepts and associated funding opportunities and strategy. Based on input from the TAC, the technical team would then come back to the Board with:

- Updated potential projects/concepts for the Board to review
- Better describe tasks to consider, potential costs, and budget
- Refined project profiles that would link projects/concepts with funding opportunities
- Potential MOU modifications, other member agencies, or organizational changes

The Board and TAC members discussed potential projects and expressed interest in further exploring both projects and funding opportunities. Expanding recycled water projects, exploring direct and indirect potable reuse, drought contingency issues, and sea level rise concerns were all discussed. Director Barnacle encouraged the group to be aspirational in terms of developing projects.

Following further discussion, the Board agreed with having the TAC meet with the technical team as described.

11. Phase 1: Status of Reconciliation and Closeout Activities

Jake Spaulding gave an update on the reconciliation and close out activities for Phase 1. He noted that there is approximately \$800,000 remaining that could be used for projects. The final steps for closeout of Phase 1 are underway.

12. Status of Phase 2

Rene Guillen provided an update on the status of the Phase 2. Projects for SVCSD and Petaluma have been incorporated into the Phase 2 program and agreed to by Reclamation. A formal acceptance letter was sent to Kevin Booker on July 29, 2021 for the updated Phase 2 Feasibility Study from Reclamation.

13. Items for the Next Agenda

Items for the next Agenda include regular reports, Phase 1 and Phase 2 Status Reports, Water Bond Status, and a report from the TAC meeting.

14. Comments from the Chair, Board, and Member Agencies.

There were no comments from the Chair, Board, and Member Agencies. The Board discussed options for the next meeting and agreed on November 29, 2021, at the regular time of 9:30 a.m. Board members supported continuation of virtual meetings in order to minimize driving and associated impacts. It was acknowledged that there may be conflict with November 29.

15. Adjournment

Chair Rabbitt adjourned the meeting at 10:34 a.m. The next meeting will be Monday, November 29, 2021, at 9:30 a.m. via Zoom.

Minutes approved by the Board _____

Charles V. Weir
Program Manager

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ITEM NO. 6 REPORT FROM THE CHAIR

Action Requested

Three actions are requested:

1. The Board should consider recommendations from the Technical Advisory Committee (TAC), Item No. 6.a.
2. The Board should recognize Rabi Elias for his services to NBWRA.
3. The Board should determine the date(s) for the next meeting(s).

Summary

The Chair will report on items of interest to the Board. This includes the following items:

Item No. 6.a, Report from the Technical Advisory Committee.

Item No. 6.b, Recognition to Rabi Elias for Service on the NBWRA Board of Directors.

The next Board meeting has not yet been scheduled pending budget issues, TAC operation, and future direction for NBWRA. Options for the next Board meeting include the following:

January 24, 2022

January 31, 2022

February 28, 2022

Recommendations

1. Consider recommendations from the Technical Advisory Committee, Item No. 6.a.
2. Recognize Rabi Elias for his services to NBWRA
3. Determine the date(s) for the next meeting(s).

ITEM NO. 6.a REPORT FROM THE TECHNICAL ADVISORY COMMITTEE**Action Requested**

Consider recommendations from the TAC regarding NBWRA moving forward.

Summary

The TAC met on October 20 and 21, 2021. Two meetings need to be held since there was not a single date when all members could participate. The content of the meetings was the same although the discussion was specific to the member agencies participating in each meeting.

Attached for the Board's information is a summary of the TAC meetings. Also attached is the PowerPoint presentation that was used as the basis of discussion. The presentation is similar to what has been presented to the Board at the last few meetings.

Recommendation

The last paragraph of the meeting summary provides a brief recommendation for the TAC moving forward. The following summarizes that recommendation:

The conclusion was that the TAC needs to be active in reviewing issues and bringing recommendations to the Board. Recommendations would include projects, budgets, cost sharing, and MOU modifications.

In addition, the Board could consider a more formal recommendation that might include the following:

1. Request that the Board formally reestablish the TAC to review issues and provide recommendations to agency boards and the NBWRA Board.
2. Have the TAC elect a Chair and Vice Chair to be responsible for running TAC meetings and reporting to the Board.
3. Set up a schedule through 2022 for both the Board and TAC with the TAC meeting before Board meetings.
4. The consultant team offer its assistance to the TAC (and ultimately to the Board) in terms of preparing TAC agendas, reports and recommendations for Board consideration.

Attachment

TAC Meeting Notes and PowerPoint presentation.

**NBWRA TAC Meeting Summary
October 20 and 21, 2021**

The NBWRA TAC had two meetings in October in response to the direction from the Board at the September 27, 2021 Board meeting. There were two meetings because there was not a single date where all members could participate. The content of each meeting was the same. The attached PowerPoint presentation was used to generate discussion in the meetings.

Attendance

TAC Members

Name	Agency
Christopher Bolt and Jason Farnsworth	City of Petaluma
Sandeep Karkal	Novato Sanitary District
Mike Prinz	Las Gallinas Valley Sanitary District
Kevin Booker, Pam Jeane, and Jake Spaulding	Sonoma Water
Ben Horenstein and Paul Sellier	North Marin Water District
Rick Thomasser	Napa County
Drew McIntyre and Tony Williams	North Marin Water District
Tim Healy	Napa Sanitary District

Consultants

Name	Firm
Chuck Weir	Weir Technical Services
Rene Guillen	Brown & Caldwell
Jim O'Toole	ESA
Mark Millan and Mike Savage	Data Instincts
Dawn Taffler	Kennedy Jenks

The following topics were discussed:

- History of the NBWRA Technical Advisory Committee (TAC)
- Direction to the TAC from the September 27, 2021 Board meeting
- Summary of the Survey and County Meetings
- Overview of potential Resilience Areas for NBWRA focus
- Potential Federal Funding
- Specific questions for discussion of each Resilience Area (Interest/Projects/Partners/Funding)
 - Resilience Area 1, Continued Recycled Water Support
 - Resilience Area 2, Potable Reuse Assessments
 - Resilience Area 3, Coordinated Drought Contingency Planning
 - Resilience Area 4, Seal Level Rise Adaptation
- TAC Operation Moving Forward

The majority of the discussion focused on the four resilience areas and the TAC operation. The following summarizes the discussion.

Resilience Area 1, Continued Recycled Water Support

There was discussion regarding how costs and benefits are determined for both Phase 1 and Phase 2. It was determined that a review of the Memorandum of Understanding and the cost sharing would be beneficial for the Board and TAC. This will be included in the November 29, 2021 Board meeting.

Participants expressed support for continuing recycled water projects. Some agencies are only participating in Phase 1, but will continue to support NBWRA's efforts as Associate Members. Potential additional Phase 2 projects including storage reservoirs and infill projects were noted by Napa San.

Resilience Area 2, Potable Reuse Assessments

Previously, potable reuse was not a priority in the North Bay, as the focus was on non-potable reuse (NPR). The development of indirect potable reuse (IPR) regulations (2014 and 2020) and the pending direct potable reuse (DPR) regulations, the drought, political drivers for more diverse, sustainable and local supplies, changing public perception and the threat of ocean discharge reduction/bans have all contributed to a growing interest in potable reuse in the North Bay. Most agencies recognize that IPR would come first and could be followed by DPR pending results of efforts lead by other agencies in California, new regulations, and local public outreach efforts. Some agencies have already initiated potable reuse studies in their service areas and see a benefit of a regional approach to exploring potable reuse. Specifically:

- MMWD has explored potable reuse in their service area and is currently performing an updated DPR assessment. MMWD expressed support for a regional effort to explore opportunities for supply, storage, and public education toward a regional effort. There is some interest in piloting for DPR to engage the public.
- LGVSD expressed support but as a wastewater agency would need to work with water agency partners MMWD and NMWD to further explore opportunities. LGVSD noted that a satellite treatment plant could pull from any part of the purple pipe system with capacity, as long as figure out where to go with the brine.
- Novato San noted that they would participate if there was a drinking water agency leading the charge.
- Petaluma noted that they are going to develop a master plan update for the utility and are seeking council input on a new direction to address discharge compliance, storage, and system expansion constraints.
- Sonoma Water is not interested at this time because they do not have recycled water.
- SVCSD is watching what is happening statewide and locally, but currently they do not have enough recycled water to supply NPR demands and have excess available supply for potable reuse.
- Napa San is interested in DPR and is currently exploring some potential concepts with American Canyon through the Napa Valley Drought Contingency Plan.
- NMWD is currently working with a consultant on options for enhancing local water supply portfolio, including IPR. Sees value in positioning for a regional potable reuse

project would be a benefit; but the process to develop studies and projects should be well defined.

- Napa County does not own water or wastewater facilities but are involved with the flow of water into the County for municipal users. Drought is stressing the amount of water they can receive from the State Water Project and there is an interest to shore up overall water supply. They would be a willing partner with an agency and are also interested in exploring stormwater capture.

Resilience Area 3, Coordinated Drought Contingency Planning

In 2018, North Bay agencies received funding for a Drought Contingency Plan (DCP), but the Sonoma/Marin County agencies wanted to wait for the completion of their Regional Water Supply Resiliency Plan, thus the funding was transferred to the City of Napa. The completion of the Regional Water Supply Resiliency Plan by spring of 2022 could set the stage to take the next steps to do a DCP for Sonoma-Marín County. Completing a DCP has the benefit of providing access to funding ONLY for agencies that have completed DCPs.

- Sonoma Water and NMWD are interested and recognize that the DCP could build off the Regional Water Supply Resiliency Plan.
- There is less interest amongst the wastewater agencies, SCVSD, Napa San and LGVSD, as they do not see this relating to their mission unless there is a direct NPR connection and appropriate partner water agencies.
- Napa San is already participating in a DCP and does not see a benefit in being part of a DCP outside their county.

Resilience Area 4, Sea Level Rise Adaptation

There is an extensive amount of work to address Sea Level Rise (SLR) in Marin, Sonoma and Napa counties, to address high risk structures and opportunities to reduce risk. Since SLR is not a local issue, there could be significant benefits in the development of a North Bay Adaption Plan to identify and prioritize projects that have the greatest regional benefits.

- LGVSD has a high level of interest, as SLR is a big concern for the District. LGVSD recognizes the need for regional coordination to avoid redundancies. They are working with Marin County parks and exploring options to protect their wastewater treatment and collection facilities.
- Sonoma Water facilities are low risk to SLR for now, but there could be issues with pipelines to the south. They have submitted a climate adaptation plan to the Board. They would be interested in broader studies on the issue.
- SVCSD has mostly inland facilities, but their reclamation facilities could be impacted by SLR. Sonoma Land Trust and SVCWD have been working together to brainstorm ideas to protect facilities. SVCSD has interest as long as this effort does not overlap with other efforts.
- Novato San is interested but would not serve as a lead agency since their facilities are not heavily impacted by SLR in the near-term.
- Napa County is interested.
- Napa San has a climate change study underway that could result in a regional effort.

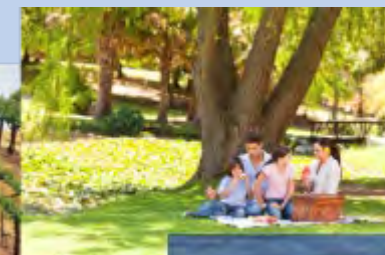
- NMWD does not have a high level of interest in this topic but they are interested in what other counties are doing.

TAC Operation Moving Forward

Several members expressed support for the way the TAC operated for Phase 1 and that the group has seemed to have lost focus since that time. Past communication issues were acknowledged, but those can be remedied. The conclusion was that the TAC needs to be active in reviewing issues and bringing recommendations to the Board. Recommendations would include projects, budgets, cost sharing, and MOU modifications.

TAC Meetings

October 20-21, 2021



NBWRA Technical Advisory Committee - History

- 💧 A Coordination Committee used to meet on a regular basis dating back before 2008
 - Chaired by Bill Long, Novato SD Board member; other members were all agency managers
 - Agencies included Novato SD, Napa SD, SCWA, SVCSD, LGVSD
- 💧 As Phase 1 came to fruition, the MOU needed to be updated
 - Agency managers and the Program Manager worked to revise the MOU; many meetings were held
- 💧 First Amended MOU approved September 2010
 - Established both the Board of Directors and the Technical Advisory Committee
- 💧 First Board Meeting held February 12, 2011 at Novato SD
- 💧 First TAC Meeting was a Teleconference held on May 16, 2010 (the TAC was in MOU drafts)
- 💧 TAC reviewed and recommended approval:
 - Evaluated RFPs, Consultant selection, and Consultant scopes of work and costs
 - Annual Budgets
 - Phase 1 EIR/EIS
 - Phase 2 Projects (2015)



TAC History (Continued)

- Initially Phase 1 and Phase 2 met separately; combined to be more efficient
- TAC met regularly until Phase 1 was well underway; Board met every other month
- TAC met after Board meetings to help plan next Board meeting
- Joint Board and TAC workshops in 2015 and 2016
- Separate TAC meetings ended in mid-2016
- Meetings after that were intended to be joint TAC and Board
- Board became solely responsible for Program Direction and Budget Oversight
- No separate input from TAC since 2016
- TAC had a Chair, Tim Healy (Napa SD) and Vice Chair, Pam Jeane (SVCSD)
- Need to Discuss how TAC will function going forward (will come back to this)



Current TAC Members

- 💧 City of American Canyon: Felix Hernandez
- 💧 City of Petaluma: Jason Farnsworth, Christopher Bolt
- 💧 LGVSD: Mike Prinz, Mike Cortez
- 💧 Marin County: Liz Lewis
- 💧 MMWD: Ben Horenstein, Paul Sellier
- 💧 Napa County: Richard Thomasser, Steve Lederer
- 💧 Napa SD: Tim Healy
- 💧 NMWD: Drew McIntyre, Tony Williams
- 💧 Novato SD: Sandeep Karkal, Erik Brown
- 💧 Sonoma Water and SVCSD: Grant Davis, Kevin Booker, Pam Jeane, Jake Spaulding



TAC Meeting: Work Program Development

Board Direction:

- 💧 Technical team to meet with the TAC to further refine the proposed projects/concepts and associated funding opportunities/strategy. Based on input from the TAC, the technical team would then come back to the Board with:
 - Updated potential projects/concepts for the Board to review
 - Better describe tasks to consider, potential costs, and budget
 - Refined project profiles that would link projects/concepts with funding opportunities
 - Potential MOU modifications, other member agencies, or organizational changes



Summary of NBWRA Survey and County Meetings

- 💧 **Gathered good feedback and we believe there is an opportunity for NBWRA to provide value to the North Bay beyond recycled water**
- 💧 North Bay agencies all face common resiliency threats
 - Water supply/ drought, saline intrusion, sea level rise, changing regulations
- 💧 Through recycled water, NBWRA has successfully implemented a program for a more resilient local water supply
- 💧 Beyond recycled water, there is no framework for sub-regional resilience planning and implementation in the North Bay
- 💧 **Expanding the focus of NBWRA to a broader resilience planning approach increases funding source opportunities for the identified areas of interest**



Resilience Approach – Resilience Arenas

- 💧 **Resilience can be an organizing principle across all these areas of interest**
- 💧 Based on feedback, the following resilience arenas were identified:
 - **Recycled Water** – continue to support ongoing efforts to implement recycled water projects in the region
 - **Potable Reuse** – explore conjunctive use opportunities through the implementation of indirect and direct potable reuse
 - **Coordinated Drought Response Planning** – consider development of regional based drought response
 - **Sea Level Rise Adaptation** – identify strategies to mitigate the adverse effects of sea level rise to critical infrastructure in the region
- 💧 Using these resilience arenas as a basis, the technical team developed a conceptual workplan as outlined in the following slides for discussion



Biden Infrastructure Plan Includes Resiliency Funding

President Joe Biden has allocated
\$50 billion
towards infrastructure resiliency to
withstand climate disasters.
[Click here to read more.](#)

It's time to plan a more resilient future.

North Bay Water Resilience Agency



For Each Resiliency Arena

- 💧 What's Your Agency's Interest?
- 💧 What are Potential Projects?
- 💧 Who are your Potential Partners?
- 💧 What's the Funding Opportunity?



Resilience Arena 1 – Continued Recycled Water Support

Suggested Action:

- 💧 Review and update environmental documentation and the Financial Capability Determination report to align with updates made to the Feasibility Study. Consider supplementing budget for future grant application response.

Funding Opportunities:

- 💧 The Phase 2 Program would continue to be funded through the WaterSMART Title XVI funding opportunities and the Prop 1 State funds.

Timeline:

- 💧 The Technical Team would like to move on this as soon as practicable. Need to have this documentation updated and ready to ensure potential implantation funding is not delayed.



Resilience Arena 1 – Continued Recycled Water Support (cont.)

Budget:

- 💧 Task 2 – Phase 2 Feasibility Study Report
 - \$20k for continued support as it pertains to any potential changes needed to the Feasibility Study
- 💧 Task 3: Phase 2 EIR/EIS
 - \$85K to update the EIR/EIS to align with the updated Feasibility Study
- 💧 Task 4 – Financial Capability Determination (FCD) Report
 - \$10k to update the FCD Report to align with updated Feasibility Study
- 💧 Task 5 – Phase 2 Construction Grant Application
 - \$80k to support the development of two additional grant applications

Summary per Agency											
Agency	Total Budget	LGVSD	Napa SD	Novato SD	SVCSD	SCWA	NMWD	Napa County	Petaluma	MMWD	American Canyon
Total	\$ 195,000	\$ -	\$ 23,906	\$ 23,459	\$ 17,792	\$ 22,105	\$ -	\$ -	\$ 57,479	\$ 21,872	\$ 28,386



Resilience Arena 1: TAC Input and Notes

- 💧 What's Your Agency's Interest?
- 💧 What are Potential Projects?
- 💧 Who are your Potential Partners?
- 💧 What's the Funding Opportunity?



Resilience Arena 2 – Potable Reuse Assessments

Proposed Action:

- 💧 Conduct preliminary assessments to identify potential purified water use opportunities. These initial assessments will help establish the basis for a future feasibility study if the assessments find viable alternatives.

Funding Opportunities:

- 💧 The SWRCB offers planning grants ranging from \$75k to \$150k. This could also be developed into a “Phase 3 Program” that would look to develop a Title XVI Feasibility Study with a focus on purified water opportunities.

Timeline:

- 💧 Given the focus of recent funding opportunities and ongoing drought conditions, the Technical team believes it would be wise to get started on these purified water assessments as soon as practicable to identify viable alternatives and further refine them if needed.



Resilience Arena 2 – Potable Reuse Assessments (cont.)

Budget:

- 💧 Assessments could be completed for approximately \$50k/each
- 💧 By Agency costs would depend on who ultimately decides to move forward with the assessments
- 💧 Examples include:
 - Marin Municipal Water District and Central Marin Sanitation Agency
 - North Marin Water District and Novato Sanitary District/ Las Gallinas Valley Sanitary District
 - City of Petaluma
 - Sonoma Water and Sonoma Valley County Sanitation District



Resilience Arena 2: TAC Input and Notes

- 💧 What's Your Agency's Interest?
- 💧 What are Potential Projects?
- 💧 Who are your Potential Partners?
- 💧 What's the Funding Opportunity?



Resilience Arena 3 – Coordinated Drought Contingency Planning

Proposed Action:

- Consider undertaking the development of a Sonoma/Marin County focused Drought Contingency Plan (DCP). These studies support collaborative planning efforts that use a proactive approach to build long-term resiliency to drought.

Funding Opportunities:

- DCPs are funded through Reclamation's WaterSMART Drought Response Program. These opportunities offer a 50/50 cost-share with local stakeholder contribution. Projects (i.e., Mitigation and Response Actions) identified in the DCP effort are eligible for implementation funding.

Timeline:

- Studies require interested parties prepare an application. If selected by Reclamation, the studies can take up to 2-years to complete.



Resilience Arena 3 – Coordinated Drought Response (cont.)

Budget:

💧 Studies cost approximately \$400,000

💧 Potential Study Partners:

- Sonoma Water
- City of Petaluma
- City of San Rafael
- City of Novato
- MMWD
- NMWD
- Marin County
- Novato SD
- LGVSD
- SVCSD

💧 Study Cost Share Needs:

- Project Budget: \$400,000
- Reclamation Funding: \$200,000
- Net Cost to Agencies: \$200,000
- Cost Per Agency for 2-year study: \$12,500/yr
 - Assumes 8 agency partners



Resilience Arena 3: TAC Input and Notes

- 💧 What's Your Agency's Interest?
- 💧 What are Potential Projects?
- 💧 Who are your Potential Partners?
- 💧 What's the Funding Opportunity?



Resilience Arena 4 – Sea Level Rise Adaptation

Proposed Action:

- 💧 Several vulnerability studies can be leveraged to complete adaptation plans and position for federal and state funding:
 - Long Term: North Bay Adaptation Plan based on Marin County Vulnerability Assessment
 - Near Term: LGVSD/ Marin County Adaptation Plan
 - Alternate: Marin County/ Novato San Deer Island

Funding Opportunities:

- 💧 Apply for FEMA Building Infrastructure and Communities (BRIC) grant
 - Up to \$500,000 with Cost share 75/25 (Federal/Non-Federal); with state match could be \$675,000
 - \$919M available for mitigation projects in national competition; call for applications annually
 - 36-month performance window

Timeline:

- 💧 Cal OES Letter of Interest submitted; grant application is due December 1, 2022



Resilience Arena 4 – Sea Level Rise Adaptation (cont.)

Budget:

- 💧 BRIC Application: North Bay Adaptation Plan Application: \$50,000
 - Cost per Agency: \$5,000 (assumes 10 NBWRA agency partners)
- 💧 Additional Opportunity: LGVSD/ Marin County Adaptation Plan Application: \$50,000
 - Cost per Agency: \$25,000 (assumes 2 NBWRA agency partners; Marin Co. Parks and San Rafael could also collaborate)



Resilience Arena 4: TAC Input and Notes

- 💧 What's Your Agency's Interest?
- 💧 What are Potential Projects?
- 💧 Who are your Potential Partners?
- 💧 What's the Funding Opportunity?



TAC Moving Forward

- 💧 TAC should recommend how it will operate to the Board
 - Governance
 - Reports to the Board
 - Meeting Frequency
 - Other issues



ITEM NO. 6.b RECOGNITION TO RABI ELIAS FOR SERVICE TO THE NBWRA BOARD OF DIRECTORS

Action Requested

Recognize and thank Rabi Elias for his eight years of service on the NBWRA Board of Directors.

Summary

Rabi Elias has represented the Las Gallinas Valley Sanitary District on the NBWRA Board of Directors since 2014. Following is a brief bio for Rabi Elias:

- Resident of San Rafael for 27 years.
- Graduated in 1969 from the American University of Beirut with a Bachelor's Degree in Civil Engineering.
- Worked for 10 years for the New York City Public Works as a junior and assistant civil engineer and as a resident engineer in the construction of public libraries, precincts and courthouses.
- Worked for the Town of San Anselmo as an assistant public works director for four years.
- Worked for the Town of Ross as a public works director for fourteen years.
- Worked for the Town of San Anselmo as a public works director for seven years
- Retired in 2009.
- Appointed to the Las Gallinas Valley Sanitary District Board in 2013 and elected in 2013 giving back to the community with his municipal experience.
- Volunteered as a grant writer for the Novato Theater, a non-profit organization to advance the arts and theater in the community.

Rabi Elias has been an ardent supporter of NBWRA's regional approach to addressing water issues in the North Bay.

Recommendation

Recognize and thank Rabi Elias for his service to the NBWRA Board of Directors.

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Agenda Explanation
 North Bay Water Reuse Authority
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 November 29, 2021

ITEM NO. 7 REVIEW OF THE MEMORANDUM OF UNDERSTANDING

Action Requested

None at this time.

Summary

The NBWRA Memorandum of Understanding (MOU) dates back to March 15, 2005. It has been amended four times: September 25, 2008, November 3, 2020, March 25, 2013, and November 17, 2017. The most recent update is the November 17, 2017 Fourth Amended MOU, copy attached. Updates have typically been to add detail for new programs, including Phase 1 and Phase 2. Key elements of the MOU include the following:

Recitals

- Describe the types of projects
- Items specific to Phase 1
- Items specific to Phase 2

Definitions

- Listed alphabetically for convenience
- Defines various items including membership types, Board of Directors, various costs, Phase 1 and Phase 2 EIR/EIS, Technical Advisory Committee

Purpose

- The purpose of NBWRA is to provide recycled water for agricultural, urban, and environmental uses thereby reducing reliance on local and imported surface water and groundwater supplies and reducing the amount of treated effluent released to San Pablo Bay and its tributaries.
- Note: If NBWRA adds some of the Resilience Areas being discussed, the purpose will need to be revised.

Objectives

- NBWRA projects will promote the expanded beneficial use of recycled water in the North Bay Region to:
 - (a) Offset urban and agricultural demands on surface water and groundwater supplies;
 - (b) Enhance local and regional ecosystems;
 - (c) Improve local and regional water supply reliability;
 - (d) Maintain and protect public health and safety;
 - (e) Promote sustainable practices;
 - (f) Give top priority to local needs for recycled water, and
 - (g) Implement recycled water facilities in an economically viable manner.

- Note: If NBWRA adds some of the Resilience Areas being discussed, the purpose will need to be revised.

Governance, including the Board of Directors

- Membership, voting, quorum, Brown Act
- Officers, Chair and Vice Chair are elected annually

Technical Advisory Committee

- Describes the purpose and that the TAC may be created or dissolved by the Board

Administrative Agency

- SCWA has always served as the administrative agency, but any member agency can act as the administrative agency

Staff and Consultants

- The administrative agency may use its own staff or contract with consultants

Phase 1 Cost Sharing and Distribution of Funds Received

- Describes how funds are collected from Phase 1 participating agencies: 25% shared equally, 75% shared on the basis of benefit received, i.e. funds received further described in Exhibit B.
- Includes indemnification and hold harmless language
- Requires a separate agreement between the administrative agency and the member agencies.
- Joint use costs are shared equally by all Phase 1 and Phase 2 agencies.
- Distribution of funds is based on the project schedule cost as detailed in Exhibit C

Phase 2 Cost Sharing and Distribution of Funds Received

- Similar to Phase 1, but more detail since the EIR/EIS had not been completed
- Feasibility Study costs shared on the basis of Phase 2 project costs
- EIR/EIS costs based on each agency's share of total project costs in the Final EIR/EIS, further described in Exhibit D
- Includes indemnification and hold harmless language
- Distribution of funds is based on project cost schedule for federal funding authorization which is specified at \$75,600,000 as described in Exhibit E
- Note: this section will need to be revised once there is a Final EIR/EIS and federal funding is received.

Initiation of Membership

- Specific to new members for Phase 2: MMWD, Petaluma, and American Canyon
- Requires an initiation fee of 0.6% of their project costs based on Phase 2 scoping study
- Initiation fees are for Phase 1 agencies to recover a portion of their investment

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Agenda Explanation
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- Note: The initiation fee requirement may need to be reviewed as it could be a disincentive for additional new members.

Termination of Membership

Agencies may not terminate membership until all Phase 1 or Phase 2 projects have been completed and all federal funds have been received

Term

The term of the MOU is five years from the effective date, or through November 15, 2022

Note: The Board will need to consider the term within the next six months as the approval process is lengthy.

Exhibit A

- Shows the North Bay Region

Exhibits B & C

- Specific to cost sharing and distribution for Phase 1

Exhibits D & E

- Specific to cost sharing and distribution for Phase 2
- Percentages are subject to revision as noted in the footnotes, i.e. additional members or projects

Recommendation

None at this time.

Attachment

NBWRA Fourth Amended MOU

NORTH BAY WATER REUSE AUTHORITY

FOURTH AMENDED

MEMORANDUM OF UNDERSTANDING

Supersedes

Memorandum of Understanding	March 15, 2005
First Amended Memorandum of Understanding	September 24, 2008
Second Amended Memorandum of Understanding	November 3, 2010
Third Amended Memorandum of Understanding	March 25, 2013

NBWRA Fourth Amended MOU

November 15, 2017

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MEMORANDUM OF UNDERSTANDING

ESTABLISHING THE

NORTH BAY WATER REUSE AUTHORITY

This Memorandum of Understanding (“MOU”) establishes the North Bay Water Reuse Authority (“NBWRA”) for the purposes described herein. This MOU is made and entered into by and between the parties that are signatories to this MOU. The MOU was first approved March 15, 2005. The first amendment to the MOU was approved September 24, 2008. The second amendment to the MOU was approved November 3, 2010. The third amendment to the MOU was approved March 25, 2013. This is the fourth amendment of the MOU that originally established the NBWRA. This fourth amendment to the MOU supersedes all previous versions of the MOU.

Recitals

WHEREAS, each of the parties to this MOU is a local government entity functioning within the North Bay Region, as depicted in **Exhibit A** attached hereto and incorporated by reference; and

WHEREAS, the parties desire to enter into an MOU to explore the feasibility of coordinating interagency efforts to expand the beneficial use of recycled water in the North Bay Region thereby promoting the conservation of limited surface water and groundwater resources; and

WHEREAS, the parties do not intend to create a separate public agency pursuant to Government Code §6500 et seq. through this MOU and no provision of this MOU should be so construed; and

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109 WHEREAS, the parties hereto may later explore the feasibility of changing their
110 organizational structure by establishing a Joint Powers Authority in a separate agreement that
111 would advance the purpose and goals of the NBWRA, if construction projects are to be
112 undertaken jointly or if such changes are necessary in order to receive federal or state funds; and

113 WHEREAS, the parties hereto recognize the value of using common resources effectively;
114 and

115 WHEREAS, the parties hereto desire to be proactive on regulatory issues affecting the
116 North Bay Region that transcend the traditional political boundaries of the parties; and

117 WHEREAS, the parties hereto desire to inform communities and the public in the North
118 Bay Region about the importance of water conservation and the benefits of water reuse and water
119 use efficiency; and

120 WHEREAS, the parties hereto wish to coordinate their consideration and review of local,
121 state and federal policies and programs related to the expansion of existing recycled water
122 programs and the development of new recycled, storage, and environmental enhancement water
123 programs in the North Bay Region; and

124 WHEREAS, the parties hereto find that promoting the stewardship of water resources in
125 the North Bay Region is in the public interest and for the common benefit of all within the North
126 Bay Region; and

127 WHEREAS, the parties recognize that there are current and future regulatory requirements
128 which apply to water resources in the North Bay Region affecting one or more of said parties, and
129 that these multiple regulatory requirements may be better addressed on a regional basis, and in a

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130 collaborative manner, and the parties wish to investigate more effective ways to share information
131 and coordinate efforts to comply with said regulatory requirements; and

132 WHEREAS, the parties intend that participation in this MOU be entirely voluntary; and

133 WHEREAS, it is understood that the primary purpose of this MOU is to provide a
134 governance structure, led by a Board of Directors consisting of members of the governing boards
135 from the Member Agencies, for the successful completion of recycled water projects in the North
136 Bay Region; and

137 WHEREAS, the parties previously applied for federal funds to assist them with
138 implementing their projects; and

139 WHEREAS, the parties did receive funding, which is part of a program authorized for
140 construction in PL 111-11 that was signed into law in March 2009. The program can receive
141 appropriations through the United States Bureau of Reclamation's Title XVI program which can
142 include funds from the American Recovery and Reinvestment Act of 2009 and the U.S.
143 Department of Interior, Bureau of Reclamation's Title XVI Program, including the WaterSMART
144 Grant Program; and

145 WHEREAS, Phase 1 includes receipt of the full \$25,000,000 federal authorization, and

146 WHEREAS, the parties completed a Feasibility Study for the addition of projects that are
147 now part of Phase 2; and

148 WHEREAS, the parties have completed a Feasibility Study for Phase 2 and the projects
149 for Phase 2 have an estimated value of \$75,600,000, which have the potential to receive
150 \$18,900,000 in federal funding; and

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WHEREAS, the projects that are part of Phase 1 and Phase 2 receive federal funding from the United States Bureau of Reclamation Title XVI Program and are eligible to receive funding from other federal and state programs; and

WHEREAS, the parties may desire to add other water management programs in addition to water recycling, storage, and environmental enhancement in the future, which may require additional modifications to this MOU; and

WHEREAS, the parties understand that reallocation of costs described herein, can be made with the approval of the parties as provided herein.

NOW, THEREFORE, the parties hereto do hereby enter into this Memorandum of Understanding, as follows:

Memorandum of Understanding

1. Definitions. As used in this MOU, the following words and phrases shall have the meanings set forth below unless the context clearly indicates otherwise. For convenience, these definitions are listed alphabetically.

(a) “Administrative Agency” shall mean that Member Agency authorized pursuant to Section 12 to enter into contracts and perform other administrative functions on behalf of the NBWRA.

(b) “Associate Member” shall mean a local and/or regional public agency regulated under the Clean Water Act, 33 U.S.C. § 1251 et seq., the federal Safe Drinking Water Act, 42 U.S.C. § 300f et seq., and/or the state Safe Drinking Water Act, Health & Safety Code § 116275 et seq., that operates within or has jurisdiction over any area within the North Bay Region, or other organizations interested in the Purpose and Objectives of NBWRA. Associate

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- 173 Members may not sponsor projects in Phase 1 or Phase 2 but may partner with Member
174 Agencies. Associate Members are entitled to appoint one non-voting representative to the
175 Board of Directors and to the Technical Advisory Committee.
- 176 (c) “Board of Directors” shall mean the governing body composed of members of the
177 governing boards of the Member Agencies established pursuant to this MOU.
- 178 (d) “Construction Project” shall mean a project described in either the Phase 1 EIR/EIS or the
179 Phase 2 EIR/EIS.
- 180 (e) “Joint Use Costs” shall mean those costs that are not easily differentiated between Phase
181 1 and Phase 2 since they benefit the entire program and not just a particular set of projects.
182 These costs may include but not be limited to program management and program
183 development costs; ; program technical support; outreach and community support; and
184 administrative agency management and oversight in support of the program.
- 185 (f) “Member Agency” or “Member Agencies” shall mean the local and/or regional public
186 agencies regulated under the Clean Water Act, 33 U.S.C. § 1251 et seq., the federal Safe
187 Drinking Water Act, 42 U.S.C. § 300f et seq., and/or the state Safe Drinking Water Act,
188 Health & Safety Code § 116275 et seq., that operate within or have jurisdiction over any
189 area within the North Bay Region, and that are signatories to this MOU. Member
190 Agencies are entitled to one voting member on the Board of Directors and Technical
191 Advisory Committee as defined herein.
- 192 (g) “MOU” shall mean this fourth amended Memorandum of Understanding.

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- 193 (h) “NBWRA” shall mean the unincorporated, cooperative group of public agencies
194 organized through this MOU and otherwise referred to as the North Bay Water Reuse
195 Authority.
- 196 (i) “North Bay Region” shall mean the four counties located in the North San Pablo Bay
197 watershed as identified in 43 U.S.C. 390h-34: Marin, Napa, Solano, and Sonoma. Said
198 area is depicted on the map attached hereto and incorporated herein as **Exhibit A**.
- 199 (j) “Phase 1” shall mean the projects described as Phase 1 of Alternative 1 of the Phase 1
200 EIR/EIS. It is understood that minor modifications to said projects may occur as actual
201 design and construction occurs and that the individual agencies are responsible for
202 possible modifications to the requirements of the Phase 1 EIR/EIS. Phase 1 participating
203 Member Agencies include: Las Gallinas Valley Sanitary District, Novato Sanitary
204 District, North Marin Water District, Sonoma Valley County Sanitation District, Sonoma
205 County Water Agency, Napa Sanitation District, and Napa County.
- 206 (k) “Phase 1 Costs” shall mean those costs associated with engineering, environmental
207 analysis, portions of program development, federal advocacy, as well as other costs
208 deemed necessary and approved by the Board, that are associated with the construction of
209 projects described in “Phase 1”, above.
- 210 (l) “Phase 1 EIR/EIS” shall mean the Environmental Impact Report/Environmental Impact
211 Statement, prepared by Environmental Science Associates, that was certified and or
212 approved by the Member Agencies during December 2009 and January 2010 and which
213 serves as the basis of the Phase 1 projects to be partially funded by USBR through the
214 Title XVI Program.

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(m) “Phase 2” shall mean the projects defined in the Phase 2 EIR/EIS. It is understood that those projects may change through the completion of the Phase 2 EIR/EIS. Phase 2 participating Member Agencies include: Novato Sanitary District, Sonoma Valley County Sanitation District, Sonoma County Water Agency, Napa Sanitation District, Marin Municipal Water District, City of Petaluma and City of American Canyon.

(n) “Phase 2 Costs” shall mean those costs associated with efforts to conduct scoping studies, workshops, feasibility studies, engineering, environmental analysis, specific administrative costs, portions of program development, federal advocacy, as well as other costs deemed necessary and approved by the Board, that are associated with the design and construction of projects as described in “Phase 2”, above.

(o) “Phase 2 EIR/EIS” shall mean the Environmental Impact Report/Environmental Impact Statement, which will be prepared by Brown and Caldwell, and which will be considered for certification and approval by the Member Agencies by the end of 2018, and which shall serve as the basis of the Phase 2 projects to be partially funded by USBR through the Title XVI Program.

(p) “Technical Advisory Committee” shall mean the administrative body established at the discretion of the Board of Directors pursuant to this MOU.

(q) “USBR” shall mean the United States Bureau of Reclamation.

2. Purpose. The purpose of NBWRA is to provide recycled water for agricultural, urban, and environmental uses thereby reducing reliance on local and imported surface water and groundwater supplies and reducing the amount of treated effluent released to San Pablo Bay and its tributaries.

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237 **3. Objectives.** NBWRA projects will promote the expanded beneficial use of recycled water in
238 the North Bay Region to:

239 (a) Offset urban and agricultural demands on surface water and groundwater supplies;

240 (b) Enhance local and regional ecosystems;

241 (c) Improve local and regional water supply reliability;

242 (d) Maintain and protect public health and safety;

243 (e) Promote sustainable practices;

244 (f) Give top priority to local needs for recycled water, and

245 (g) Implement recycled water facilities in an economically viable manner.

246
247 **4. Establishment of the NBWRA.** There is hereby established the North Bay Water Reuse
248 Authority ("NBWRA"). The geographic boundaries of the NBWRA shall be the North Bay
249 Region. (See **Exhibit A**). The NBWRA is an unincorporated association. By entering into this
250 MOU, the parties do not intend to form a Joint Powers Authority pursuant to Government
251 Code §6500 et seq.

252 **5. NBWRA Membership.** Any local and/or regional public agency regulated under the Clean
253 Water Act, 33 U.S.C. § 1251 et seq., the federal Safe Drinking Water Act, 42 U.S.C. § 300f et
254 seq., and/or the state Safe Drinking Water Act, Health & Safety Code § 116275 et seq., that
255 operates within or has jurisdiction over any area within the North Bay Region may be a
256 Member Agency or Associate Member of the NBWRA. Each Member Agency must be a
257 signatory to this MOU. The Board of Directors may assess annual dues of \$5,000 for
258 membership in the NBWRA for Associate Members. Dues shall be used to offset Joint Use
259 Costs for the Member Agencies.

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6. Governance. NBWRA governance structure shall consist of a Board of Directors. The composition and responsibilities of the Board of Directors is detailed in Section 7.

7. Board of Directors

(a) Membership. The Board of Directors of the NBWRA shall consist of one voting representative from each Member Agency and may include one non-voting representative from each Associate Member. Such representative shall be a member of the governing board of the Member Agency or Associate Member. The Member Agency or Associate Member shall designate one representative and alternate(s) each of whom shall be members of the governing board of the Member Agency or Associate Member. In the event that a Member Agency's governing body representative and alternate(s) are unavailable for a particular meeting, the Member Agency's representative on the Technical Advisory Committee may serve as an alternate.

(b) Voting and Authorization Requirements. Each Member Agency representative on the Board of Directors shall have one vote. Except as set forth in subsections (i) and (iii) below and as otherwise specified herein, the affirmative vote of a majority of the voting members of the Board of Directors is required and is sufficient to approve any item.

(i) An affirmative vote representing two-thirds of all Member Agencies shall be required to adopt or modify the budget. The budget may not be increased by more than fifteen percent (15%) annually, without the unanimous approval of the members of the Board of Directors representing all Member Agencies.

(ii) Votes to approve the budget may not be unreasonably withheld.

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- 281 (iii) Approval by the governing bodies of two-thirds of all Member Agencies shall be
282 required to modify this MOU.
- 283 (c) Quorum. Representatives or alternates from a majority of the Member Agencies shall
284 constitute a quorum for purposes of transacting business, except that less than a quorum
285 may vote to adjourn a meeting or to set a date for the next meeting.
- 286 (d) Open Meetings. The Board of Directors will comply with the Ralph M. Brown Act in
287 conducting its meetings.
- 288 (e) Adding Associate Members. Representatives of Associate Members may be added to the
289 Board of Directors without modifying this MOU by a majority vote of the Board of
290 Directors.

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291 **8. Technical Advisory Committee**

292 (a) Purpose. The Board of Directors may create a Technical Advisory Committee as needed
293 for the month-to-month management of budget, schedule, and scopes of work for the
294 NBWRA. Typical duties of a Technical Advisory Committee include recommending
295 contracting for a program manager; working through technical details of work scopes and
296 products; authorizing the administrative agency to enter into, modify, or accept work
297 under any contract that is consistent with the budget approved by the Board of Directors,
298 and reviewing and recommending courses of action to the Board of Directors for their
299 consideration. The Board of Directors may create or dissolve the Technical Advisory
300 Committee at any time for any purpose, and may adopt a set of rules governing the
301 Technical Advisory Committee as it determines necessary to achieve the purpose and
302 objectives stated herein.

303 (b) Membership. The Technical Advisory Committee shall consist of one representative, not
304 from the governing body, from each Member Agency. Such representative shall be the
305 general manager or a designated staff member of the Member Agency. In the event that
306 the general manager or staff member is unavailable for a meeting, he or she may
307 designate an alternate. Associate Members may appoint a non-voting representative to the
308 Technical Advisory Committee.

309 (c) Voting and Authorization Requirements: Each Member Agency representative on the
310 Technical Advisory Committee shall have one vote. An affirmative vote of a majority of
311 all voting members of the Technical Advisory Committee is required and sufficient to
312 approve any item.

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(d) Quorum. Representatives or alternates from a majority of the Member Agencies shall constitute a quorum for purposes of transacting business, except that less than a quorum may vote to adjourn a meeting or to set a date for the next meeting.

9. Terms of Office. Each representative on the Board of Directors shall serve for as long as he or she is a member of the governing board of his or her Member Agency and is designated by the Member Agency to act as its representative. If at any time a vacancy occurs on the Board of Directors, a replacement shall be appointed by the Member Agency to fill the unexpired term of the previous representative within ninety (90) days of the date that such position becomes vacant.

10. Alternates. Alternate representatives to the Board of Directors or its Technical Advisory Committee shall be empowered to cast votes in the absence of the regular representative or, in the event of a conflict of interest preventing the regular representative from voting, to vote because of such a conflict of interest.

11. Officers of the NBWRA. The Board of Directors of the NBWRA shall elect a Chair, a Vice-Chair and such other officers annually on the first meeting of the calendar year. The Chair and Vice-Chair shall be selected from among the Member Agency representatives. The Board of Directors may choose to adopt a policy that requires the rotation of the Chair, by Member Agency, on an annual basis. The duties of the Chair and Vice-Chair are as follows:

(a) Chair. The Chair shall direct the preparation of agendas, call meetings of the Board of Directors to order and conduct other activities as deemed appropriate by the Board of Directors. Any member of the Board of Directors may place an item on the NBWRA agenda.

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(b) Vice-Chair. The Vice-Chair shall serve as the Chair in the absence of the regularly-elected Chair. In the event both the Chair and Vice-Chair are absent from a meeting which would otherwise constitute a quorum and a temporary Chair was not designated by the Chair at the last regular meeting, any voting Board member may call the meeting to order, and a temporary chair may be elected by majority vote to serve until the Chair or Vice-Chair is present.

12. Administrative Agency. The Member Agencies hereby designate the Sonoma County Water Agency to act as the Administrative Agency for the purpose of carrying out the provisions of this MOU. The authority delegated herein to the Administrative Agency shall be subject to the restrictions upon the manner of exercising power applicable to the Administrative Agency, including but not limited to the purchasing ordinances and purchasing procedures of the Administrative Agency. Within these limits, the Board of Directors may direct the Administrative Agency's actions with respect to this MOU. The Administrative Agency, for the benefit of the NBWRA Members, shall:

(a) Award, execute in its own name, and administer such contracts on behalf of the NBWRA, as may be authorized as set forth in Sections 7 and 8.

(b) Through its controller and treasurer, act as the financial officer or functional equivalent and be the depositor and have custody of all money of the NBWRA from whatever source. The Administrative Agency shall draw warrants to pay demands for expenditures authorized by the Board of Directors or by its authorized representative pursuant to any delegation of authority authorized by the Board of Directors. The Administrative Agency will strictly account for all NBWRA funds, and will hold the funds in trust in a segregated account.

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(c) Provide budget analyses, warrant lists and other financial documents as required by the Board of Directors. The Administrative Agency's financial activities with regards to the NBWRA shall be subject to an outside audit at any time at the request of the Board of Directors. As a matter of course, the Administrative Agency will provide a separate annual audit of NBWRA funds to the Board of Directors.

(d) Determine charges to be made against the NBWRA for the Administrative Agency's services. Payment of these charges shall be subject to the approval of the Board of Directors.

(e) Prepare the reports identified in Section 20 if the Board of Directors has not designated another party or person to complete that task.

(f) Enter into contracts with values up to \$15,000 without the approval of the Board of Directors or the Technical Advisory Committee, if consistent with the budget approved by the Board of Directors.

The Administrative Agency may resign its position as Administrative Agency upon 120 days written notice to all Member Agencies, and shall, before the effective date of its resignation, transfer all funds held on behalf of the NBWRA to any designated successor Administrative Agency. The Board of Directors may designate a successor Administrative Agency by majority vote. Should no other party be designated to act as Administrative Agency by the effective date of the resignation, the MOU shall terminate and the Administrative Agency shall distribute all property held on behalf of the NBWRA pursuant to Section 23.

13. Staff and Consultants. Subject to the approval and procedural provisions of Sections 7 and 12, the Administrative Agency may employ or contract for any staff or consultants as may be

NBWRA Fourth Amended MOU**November 15, 2017**

reasonably necessary to carry out the purposes of this MOU. Such persons may include legal counsel, administrative executives and other types of specialists. If an employee from any Member Agency performs staff or consulting work for the NBWRA, the governing body of that Member Agency may determine the charges to be made against the NBWRA for the services of that employee. Payment of these charges by the Administrative Agency on behalf of the NBWRA shall be subject to the approval of the Board of Directors, which approval shall not be unreasonably withheld.

14. Sharing of Costs and Resources for Phase 1 Title XVI Program.

(a) The Board of Directors shall assess each Member Agency for costs associated with paying the Administrative Agency, staff or consultants and the funding of approved Phase 1 projects, under agreements approved by the Board of Directors, the Technical Advisory Committee pursuant to Section 8, or the Administrative Agency as provided in Section 12, or as authorized by the budget adopted by the Board of Directors as set forth in Section 7. Further, legal liabilities may arise out of actions of the Member Agencies (including the Administrative Agency) taken pursuant to this MOU. The activities of the NBWRA are part of a regional program that provides benefit to all agencies. Therefore, as described more particularly below, all Member Agencies that participate in Phase 1 construction projects shall pay a portion of ongoing Phase 1 costs equally and the remaining Phase 1 costs shall be based on approved project costs for Phase 1 of Alternative 1, as described in the certified Phase 1 EIR/EIS or as amended pursuant to Sections 14(d) and 16. The costs and liabilities will be allocated among each of the Phase 1 Member Agencies as follows:

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(i) one quarter (25%) of costs and liabilities shall be allocated equally among each of the Phase 1 Member Agencies; and

(ii) three quarters (75%) of costs and liabilities shall be allocated among Phase 1 Member Agencies in proportion to the benefit to each Member Agency of participating in the NBWRA, in the form of federal funding that is described in applications for federal funding that have been submitted to the USBR as of April 15, 2010 or as modified pursuant to Sections 14 (d) and 16 herein. The Sonoma County Water Agency shall pay its pro-rata share of the quarter of costs allocated under subsection (i) above, but shall not pay any costs allocated under subsection (ii), as it does not have any individual projects to be funded.

(b) The parties hereto agree that the criteria set forth in subsection (b)(ii) produce the allocations listed in **Exhibit B**, attached hereto, and incorporated by reference. The parties agree that **Exhibit B** may be modified pursuant to Sections 14 (d) and 16.

(c) Member Agencies were afforded the opportunity to receive reimbursement for previously allocated Phase 1 Costs and liabilities that were not based on benefits received during the period from the end of Fiscal Year 2010-2011 back to Fiscal Year 2005-2006 (the "Reimbursement Period"). Reimbursements were equal to (i) the actual costs paid by a Member Agency during the Reimbursement Period minus (ii) the amount of costs that were allocated to that Member Agency during the Reimbursement Period if the percentages defined in **Exhibit B** had been in effect. The determination of costs and reimbursements subject to this subsection (c) was approved by a majority of the Board of Directors on May 21, 2012. The second determination of costs and reimbursements for the

NBWRA Fourth Amended MOU

November 15, 2017

period covering Fiscal Year 2005-2006 through Fiscal Year 2016-2017 subject to this subsection (c) was approved by a majority of the Board of Directors on March 27, 2017. It is anticipated that a final determination of costs and reimbursements subject to this subsection (d) will be considered at full completion of Phase 1 and after USBR has made all payments for Phase 1 projects. That period will include Fiscal Year 2005-2006 to the last fiscal year including costs for Phase 1.

(d) Two or more Member Agencies can agree to reallocate project costs for Phase 1 among themselves, as long as the combined total for those agencies before and after reallocation are the same as the combined total for those agencies in the project schedule, subject to the approval of the Board of Directors. Such approval shall not be unreasonably withheld.

(e) (i) In the case of non-contractual liabilities arising out of the Phase 1 activities of the parties under this MOU, the Phase 1 Member Agencies specifically repudiate the division of liability outlined in Government Code sections 895.2 *et seq.* and instead agree to share liability based on the relative fault of the parties.

(ii) Notwithstanding the foregoing paragraph, each Phase 1 Member Agency agrees that it is solely responsible for, and agrees to indemnify, hold harmless, and defend the other Member Agencies from and against, any claims, liabilities, or losses relating to or arising out of the design, construction, inspection, operation, or maintenance of its separate project. Each Phase 1 Member Agency agrees that nothing in this MOU shall create, impose, or give rise to any liability, obligation, or duty of the Member Agency to the other Member Agencies or to any third party with respect to the manner in which the Member Agency designs, constructs, inspects, operates, or maintains its separate project.

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November 15, 2017

(f) A separate agreement between the Administrative Agency and the Member Agencies has been developed based on the requirements of the American Recovery and Reinvestment Act and Title XVI.

(i) All Phase 1 and Phase 2 Member Agencies shall pay an equal share of Joint Use Costs as defined herein.

(ii) If a Member Agency that chooses to opt out of any NBWRA program tasks then later decides to participate, it will be subject to a buy-in fee approved by the Board of Directors. Said fee may include applicable costs plus interest from the inception of that program until such time that they decide to participate. Costs shall be based on the approved annual budget. Interest shall be based on the annual change in the Consumer Price Index - All Urban Consumers for San Francisco-Oakland-San Jose as determined by the Bureau of Labor Statistics, United States Department of Labor.

15. Distribution of Phase 1 Funds Received.

(a) Distribution of funds received from USBR for Phase 1 projects shall be based on the Phase 1 project schedule as described in applications for federal funding submitted to USBR as of December 10, 2015 or as modified pursuant to Sections 14 (d) and 18, herein. Those percentages are based on the \$25,000,000 federal funding authorization for projects totaling \$100,000,000 and are detailed in **Exhibit C**, attached hereto, and incorporated by reference. The parties agree that **Exhibit C** may be modified pursuant to Sections 14 (d) and 16. Should State funding become available to the NBWRA, its distribution shall also be as described in this Section. It is acknowledged that the Member Agencies may receive State funding from programs on an individual basis, and (i) this Section shall not apply to

NBWRA Fourth Amended MOU**November 15, 2017**

such individual State funding and (ii) the allocations set forth in this Section shall not be affected by the receipt of any State funding.

16. Sharing of Costs and Resources for Phase 2 Title XVI Program.

(a) The Board of Directors shall assess each Member Agency for costs associated with paying the Administrative Agency, staff or consultants and the funding of approved Phase 2 projects, under agreements approved by the Board of Directors, the Technical Advisory Committee pursuant to Section 8, or the Administrative Agency as provided in Section 12, or as authorized by the budget adopted by the Board of Directors as set forth in Section 7. Further, legal liabilities may arise out of actions of the Member Agencies (including the Administrative Agency) taken pursuant to this MOU. The activities of the NBWRA are part of a regional program that provides benefit to all agencies. Therefore, as described more particularly below, all Member Agencies that participate in Phase 2 construction projects shall pay Phase 2 costs as described herein, or as amended pursuant to Sections 16(c) and 18. The costs and liabilities will be allocated among each of the Phase 2 Member Agencies as follows:

- (i) Feasibility Study Engineering Costs are allocated based on each agency's percentage of Phase 2 projects studied at the feasibility level, which is calculated by dividing the number of each agency's Phase 2 projects studied at the feasibility level by the total number of Phase 2 projects studied at the feasibility level; and

NBWRA Fourth Amended MOU

November 15, 2017

(ii) Environmental (EIR/EIS) and Financial Capability Analysis costs are allocated based on each agency's percentage of the total project costs in the Final Phase 2 EIR/EIS , which is calculated by dividing the total costs of each agency's projects included in the Final Phase 2 EIR/EIS by the total cost of all projects included in the Final Phase 2 EIR/EIS; and

(iii) Joint Use costs are shared equally by all Phase 1 and Phase 2 Member Agencies.

(b) The parties hereto agree that the criteria set forth in subsection (a)(i), (a)(ii), and (a)(iii) produce the allocations listed in **Exhibit D**, attached hereto, and incorporated by reference. The parties agree that **Exhibit D** may be modified pursuant to Sections 16 (c) and 18.

(c) Two or more Member Agencies can agree to reallocate project costs for Phase 2 among themselves, as long as the combined total for those agencies before and after reallocation are the same as the combined total for those agencies in the project schedule, subject to the approval of the Board of Directors. Such approval shall not be unreasonably withheld. If this occurs, Phase 2 Member Agencies agree to reallocate shared costs as described herein, based on the benefits received.

(d) (i) In the case of non-contractual liabilities arising out of the Phase 2 activities of the parties under this MOU, the Member Agencies specifically repudiate the division of liability outlined in Government Code sections 895.2 *et seq.* and instead agree to share liability based on the relative fault of the parties.

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(ii) Notwithstanding the foregoing paragraph, each Phase 2 Member Agency agrees that it is solely responsible for, and agrees to indemnify and defend the other Member Agencies from and against, any claims, liabilities, or losses relating to or arising out of the design, construction, inspection, operation, or maintenance of its separate project.

Each Phase 2 Member Agency agrees that nothing in this MOU shall create, impose, or give rise to any liability, obligation, or duty of the Member Agency to the other Member Agencies or to any third party with respect to the manner in which the Member Agency designs, constructs, inspects, operates, or maintains its separate project.

(e) For those agencies choosing to participate in Phase 2 as defined herein, they shall share in all Phase 2 Costs as defined herein.

(i) If a Member Agency that chooses to opt out of Phase 2 tasks later decides to participate, it will be subject to a buy-in fee approved by the Board of Directors. Said fee may include applicable costs plus interest from the inception of Phase 2 tasks until such time that they decide to participate. Costs shall be based on the approved annual budget. Interest shall be based on the annual change in the Consumer Price Index - All Urban Consumers for San Francisco-Oakland-San Jose as determined by the Bureau of Labor Statistics, United States Department of Labor.

17. Distribution of Phase 2 Funds Received.

(a) Distribution of funds received from USBR for Phase 2 projects shall be based on the Phase 2 project schedule as described in applications for federal funding submitted to USBR or as modified pursuant to Sections 16 (c) and 18, herein. Those percentages are applied to the \$18,900,000 federal funding authorization for projects totaling \$75,600,000 and are

NBWRA Fourth Amended MOU

November 15, 2017

detailed in **Exhibit E**, attached hereto, and incorporated by reference. The parties agree that **Exhibit E** may be modified pursuant to Sections 16 (c) and 18. Should State funding become available to the NBWRA, its distribution shall also be as described in this Section. It is acknowledged that the Member Agencies may receive State funding from programs on an individual basis, and (i) this Section shall not apply to such individual State funding and (ii) the allocations set forth in this Section shall not be affected by the receipt of any State funding.

(b) Cost allocations as described in **Exhibits D** and **E** may be revised upon the addition of additional Member Agencies, subject to the approval of a majority of the existing Member Agencies at that time. By virtue of becoming a signatory agency to this MOU pursuant to this Section 17, a new Member Agency is subject to all provisions of this MOU, including Section 18 below.

18. Initiation of Membership. If an eligible agency as defined in Section 5 requests to join the NBWRA as a new Member Agency, the Board of Directors shall establish a membership initiation fee to such agency as a condition of joining the NBWRA. For the purposes of this revision of the MOU, the new Member Agencies shall include Marin Municipal Water District, City of Petaluma, and City of American Canyon. The purpose of the initiation fee is to allow the Phase 1 Member Agencies to recover a portion of their investment costs in obtaining federal authorization for construction projects. The initiation fee for each new member agency shall be equal to 0.6% of the new Member Agency project costs as determined upon completion of the Phase 2 Scoping Study. The initiation fee shall be paid in a manner approved

NBWRA Fourth Amended MOU

November 15, 2017

by the Board of Directors. The collected initiation fees shall be distributed to the Phase 1 participating agencies according to the percentages specified in **Exhibit B**.

By virtue of becoming a signatory agency to this MOU pursuant to this Section 18, a new Member Agency is subject to all provisions of this MOU, including Section 19 below. Once the Board of Directors has approved an agency as a new Member Agency, appointed representatives of that agency are entitled to vote at all Board and TAC meetings.

19. Termination of Membership. Member Agencies that participate in Phase 1 and have received federal monies for Phase 1 construction projects may not terminate their membership in the NBWRA before the completion of all Phase 1 construction projects or before the termination of this MOU as defined herein, whichever comes first. At this point, a Phase 1 Member Agency may change its membership to Associate Member. Member Agencies that participate in Phase 2 and have received federal monies for Phase 2 construction projects may not terminate their membership in the NBWRA before the completion of all Phase 2 construction projects or before the termination of this MOU as defined herein, whichever comes first. At this point, a Phase 2 Member Agency may change its membership to Associate Member. Phase 2 participants may voluntarily withdraw from the NBWRA prior to the receipt of federal monies for Phase 2 construction projects.

(a) Notwithstanding the above a Member Agency may petition the Board in writing for withdrawal from the NBWRA and may withdraw with the approval of two-thirds of the members of the Board of Directors representing Member Agencies.

(b) Effect of Termination. All rights of a Member Agency under this MOU shall cease on the termination of such Member Agency's membership. Termination shall not relieve the

NBWRA Fourth Amended MOU**November 15, 2017**

Member Agency from any obligation for charges, costs or liabilities incurred or arising from acts or omissions before the date of termination. The terminating Member Agency's responsibility for such charges, costs or liabilities shall be determined in a manner consistent with the allocations set forth in Sections 14 and 16. Likewise, termination shall not preclude the Member Agency from any benefits that fully accrue before the date of termination. However, a resigned or terminated agency has no right to receive a portion of surplus funds at the termination of the NBWRA.

20. Procedures. The Board of Directors may adopt bylaws, rules of conduct for meetings and operating procedures for the NBWRA. To facilitate such efforts, the NBWRA may adopt the administrative procedures and policies of a Member Agency.

21. Meetings. The Board of Directors and the Technical Advisory Committee shall provide for meetings, as necessary.

22. Reports to Member Agencies. Each year the NBWRA shall submit a written report to the governing body of each of the Member Agencies. This report shall describe the financial activities of the NBWRA during the preceding year.

23. Offices. For the purposes of forming the NBWRA and for initial operation, the principal office of the NBWRA shall be located at the Administrative Agency. The Board of Directors may change said principal office from one location to another after providing thirty (30) days notice of such a change. The Chair shall notify each Member Agency in writing of the change.

24. Term. This MOU shall terminate five years from its effective date, unless extended by some or all of the parties. This MOU shall also be terminated if the Administrative Agency has

NBWRA Fourth Amended MOU**November 15, 2017**

resigned pursuant to Section 12 and no other Member Agency has been designated to act as the Administrative Agency prior to the effective date of the resignation.

25. Disposition of Property and Surplus Funds. At the termination of this MOU, any and all property, funds, assets, and interests therein held by the Administrative Agency on behalf of the NBWRA shall become the property of and be distributed to the then-Member Agencies. Money collected from Member Agencies and held in reserve by the Administrative Agency for payment of the costs of programs shall be allocated among Member Agencies in proportion to each Member Agency's contributions to such reserves. All other property, funds, assets, and interests shall be distributed by the Administrative Agency to Member Agencies in proportion to each Member Agency's contributions to the NBWRA for dues and allocated costs. However, liabilities of the NBWRA in excess of those assets held by the Administrative Agency on behalf of the NBWRA at the time of termination shall be assessed against the Member Agencies and said Member Agencies shall be responsible for such liabilities. The allocation of responsibility for the payment of such liabilities shall be determined in a manner consistent with the provisions of Section 14.

26. Minutes. A secretary or clerk shall be appointed by the Board of Directors. The secretary or clerk shall cause to be kept minutes of all meetings of the Board of Directors and the Technical Advisory Committee, and shall cause a copy of the minutes to be forwarded to each Member Agency.

27. Effective Date. This revision to the MOU shall become effective when two-thirds of the Member Agencies have authorized its execution.

NBWRA Fourth Amended MOU

November 15, 2017

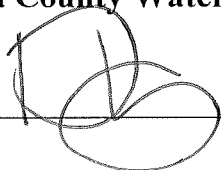
618 **28. Counterparts.** This revision to the MOU may be executed in counterpart and each of these
619 executed counterparts shall have the same force and effect as an original instrument and as if
620 all of the parties to the aggregate counterparts had signed the same instrument.
621

NBWRA Fourth Amended MOU

June 17, 2017

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as set forth below.

Sonoma County Water Agency

By:  _____

Print Name: David Rabbitt

Title: Director

Date: November 16, 2017

Napa Sanitation District

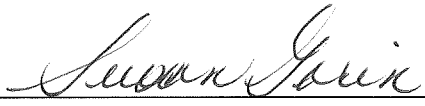
By: _____

Print Name: _____

Title: _____

Date: _____

Sonoma Valley County Sanitation District

By:  _____

Print Name: Susan Gorin

Title: Director

Date: November 16, 2017

Novato Sanitary District

By: _____

Print Name: _____

Title: _____

Date: _____

NBWRA Fourth Amended MOU

June 17, 2017

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623 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as set forth below.

Sonoma County Water Agency

Napa Sanitation District

By: _____

By: Jill Techel

Print Name: _____

Print Name: Jill Techel

Title: _____

Title: Board Chair

Date: _____

Date: September 27, 2017

Sonoma Valley County Sanitation District

Novato Sanitary District

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

NBWRA Fourth Amended MOU

June 17, 2017

622

623 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as set forth below.

Sonoma County Water Agency

Napa Sanitation District

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**Sonoma Valley County Sanitation
District**

Novato Sanitary District

By: _____

By:  _____

Print Name: _____

Print Name: A. Gerald Peters

Title: _____

Title: President, Board of Directors

Date: _____

Date: 11-14-17

NBWRA Fourth Amended MOU

June 17, 2017

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as set forth below.

Las Gallinas Valley Sanitary District

North Marin Water District

By: Russ Greenfield

By: _____

Print Name: Russ Greenfield

Print Name: _____

Title: President

Title: _____

Date: September 14, 2017

Date: _____

County of Napa

By: _____

Print Name: _____

Title: _____

Date: _____

NBWRA Fourth Amended MOU

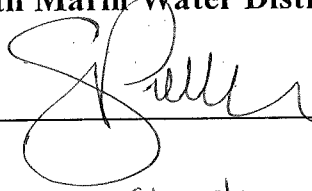
June 17, 2017

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as set forth below.

Las Gallinas Valley Sanitary District

North Marin Water District

By: _____

By:  _____

Print Name: _____

Print Name: Stephen Petterle

Title: _____

Title: President

Date: _____

Date: 10/3/17

County of Napa

By: _____

Print Name: _____

Title: _____

Date: _____

NBWRA Fourth Amended MOU

June 17, 2017

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as set forth below.

Las Gallinas Valley Sanitary District

North Marin Water District

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Napa County

By: [Signature]

ATTEST: GLADYS I. COIL
Clerk of the Board of Supervisors

By: [Signature]

Print Name: BELIA RAMOS

Title: Chair of the Board of Supervisors

Date: September 26, 2017

APPROVED BY THE NAPA COUNTY
BOARD OF SUPERVISORS

Date: September 26, 2017

Processed By:

[Signature]
Deputy Clerk of the Board

APPROVED AS TO FORM
Napa County Counsel

By: [Signature]

Date: 9/25/2017

Doc Title: 1/157/NBWRA Amend 4AATF.doc

NBWRA Fourth Amended MOU

June 17, 2017


636 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as set forth below.

637

638

Marin Municipal Water District

City of Petaluma

By: 

By: _____

Print Name: CRYSTAL YEZMAN

Print Name: _____

Title: ACTING GENERAL MANAGER

Title: _____

Date: 11/17/17

Date: _____

City of American Canyon

By: _____

Print Name: _____

Title: _____

Date: _____

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NBWRA Fourth Amended MOU

June 17, 2017

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as set forth below.

Marin Municipal Water District

City of Petaluma

By: _____

By: _____

Print Name: _____

Print Name: John C. Brown

Title: _____

Title: City Manager

Date: _____

Date: 10-19-17

City of American Canyon

By: _____

Print Name: _____

Title: _____

Date: _____

NBWRA Fourth Amended MOU

June 17, 2017

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as set forth below.

Marin Municipal Water District

City of Petaluma

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

City of American Canyon

By: _____

Print Name: Jason B. Holley, P.E.

Title: Interim City Manager

Date: 11/15/17

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Exhibit A



641

NBWRA Fourth Amended MOU

November 15, 2017

Exhibit B**Percentages for Ongoing Phase 1 NBWRA Costs**

Agency	25% Split Equally	Federal Authorization, Phase 1	Percentage of Remaining 75%	Total of Percentages
Las Gallinas Valley Sanitary District	3.57%	\$2,225,876	6.68%	10.25%
Novato Sanitary District	3.57%	\$1,898,888	5.70%	9.27%
North Marin Water District	3.57%	5,933,499	17.80%	21.37%
Sonoma Valley County Sanitation District	3.57%	\$4,583,250	13.75%	17.32%
Sonoma County Water Agency	3.57%	\$0.00	0.00%	3.57%
Napa Sanitation District	3.57%	\$10,358,487	31.08%	34.65%
Napa County	3.57%	\$0.00	0.00%	3.57%
TOTALS	25.00%	\$25,000,000	75.00%	100.00%

Notes:

Percentages may be revised pursuant to the provisions of this MOU or revisions to the projects in Phase 1, subject to the approval of the parties.

The above schedule only includes costs and percentages related to Phase 1.

NBWRA Fourth Amended MOU

November 15, 2017

Exhibit C**Percentages for Distribution of Phase 1 Federal Funds Received**

Agency	Federal Authorization, Phase 1	Percentage
Las Gallinas Valley Sanitary District	\$2,225,876	8.90%
Novato Sanitary District	\$1,898,888	7.60%
North Marin Water District	\$5,933,499	23.73%
Sonoma Valley County Sanitation District	\$4,583,250	18.33%
Sonoma County Water Agency	\$0.00	0.00%
Napa Sanitation District	\$10,358,487	41.33%
Napa County	\$0.00	0.00%
TOTALS	\$25,000,000	100.00%

Notes:

Percentages may be revised pursuant to the provisions of this MOU based on revisions to the projects in Phase 1, , subject to the approval of the parties.

The above schedule only includes costs and percentages related to Phase 1.

NBWRA Fourth Amended MOU

November 15, 2017

Exhibit D**Percentages for Ongoing Phase 2 NBWRA Costs**

Agency	% Phase 2 Support (yrs 1-2 / yr 3)	% Phase 2 Feasibility Study (yrs 1-2 / yr 3)	% Joint Use Costs (yrs 1-2 / yr 3)	% of Total Cost
Novato Sanitary District	20.00 / 14.29	20.69 / 13.04	12.50 / 10.00	15.13
Sonoma Valley County Sanitation District	20.00 / 14.29	13.80 / 8.95	12.50 / 10.00	13.62
Sonoma County Water Agency	20.00 / 14.29	12.08 / 10.61	12.50 / 10.00	11.27
Napa Sanitation District	20.00 / 14.29	25.85 / 14.33	12.50 / 10.00	19.48
Marin Municipal Water District	0.00 / 14.29	1.72 / 10.15	0.00 / 10.00	5.22
City of Petaluma	20.00 / 14.29	20.69 / 29.00	12.50 / 10.00	20.18
City of American Canyon	0.00 / 14.29	5.16 / 13.92	0.00 / 10.00	7.60

Notes:

- Percentages may be revised pursuant to the provisions of this MOU based on adding additional signatory members, revisions to the projects in Phase 2, or continuation beyond Phase 2, subject to the approval of the parties.
- The above schedule only includes costs and percentages related to Phase 2.
- Totals for % Phase 2 Administrative Costs and % Total Cost are less than 100% since joint use costs are shared by Phase 1 Member Agencies.

Exhibit E**Percentages for Distribution of Phase 2 Federal Funds
Received**

Agency	Federal Authorization, Phase 2	Percentage
Novato Sanitary District	\$6,300,000	8.33
Sonoma Valley County Sanitation District	\$3,600,000	4.76
Sonoma County Water Agency	\$7,600,000	10.05
Napa Sanitation District	\$5,100,000	6.75
Marin Municipal Water District	\$7,800,000	10.32
City of Petaluma	\$33,200,000	43.92
City of American Canyon	\$12,000,000	15.87
TOTALS	\$75,600,000	100.00%

Notes:

- Percentages may be revised pursuant to the provisions of this MOU based on adding additional signatory members, revisions to the projects in Phase 2, or continuation beyond Phase 2, subject to the approval of the parties.
- The above schedule only includes costs and percentages related to Phase 2.

Page 1

Agenda Explanation
North Bay Water Reuse Authority
Board of Directors
November 29, 2021

ITEM NO. 8 FUTURE DIRECTION AND NEXT STEPS FOR NBWRA

Action Requested

It is requested that the Board continue the discussion that began with the Report from the Technical Advisory Committee.

Summary

At the last few meetings, the concept of **Resilience** was discussed. Resilience is often defined as being able to adapt well and bounce back quickly in times of stress. In the fields of **engineering** and **construction**, **resilience** is the ability to absorb or avoid damage without suffering complete failure and is an objective of design, maintenance and restoration for buildings and infrastructure, as well as communities. It is not just to be able to recover from threats and stresses, but rather to be able to perform as needed under a variety of conditions – and to respond appropriately to both disturbances and opportunities.

The consultant team prepared the PowerPoint presentation that is included in Item No. 6.a. to assist the Board in evaluating potential issues including Recycled Water, Potable Reuse, Coordinated Drought Response Planning, and Sea Level Rise Adaptation. The presentation includes suggested actions, funding opportunities, and a timeline for each of the issues.

Recommendation

It is recommended that the Board discuss the probable future direction for NBWRA and provide direction for the technical team. It is also recommended that the Chair authorize TAC meetings to better evaluate each agency's interest in the issues that have been identified, discuss with their respective boards and provide recommendations for the NBWRA Board to consider at a future meeting. This recommendation is similar to the recommendation in Item No. 6.a

Attachment

None

Page 1

Agenda Explanation
North Bay Water Reuse Authority
Board of Directors
November 29, 2021

ITEM NO. 9 DECLARATION OF A STATE OF EMERGENCY PURSUANT TO AB361 DUE TO COVID-19 TO CONTINUE REMOTE MEETINGS UNTIL THE STATE OF EMERGENCY IS RESCINDED OR UNTIL JANUARY 1, 2024, WHICHEVER COMES FIRST

Action Requested

Declare a State of Emergency due to COVID-19 to allow for the continuation of remote meetings until the State of Emergency is rescinded or until January 1, 2024, whichever comes first.

Summary

Executive Orders from the Governor have allowed public agencies to hold remote meetings and still be in compliance with the Brown Act. Those orders expired September 30, 2021. The legislature passed and the governor has signed AB361 which allows public agencies to continue to hold remote meetings and still comply with the Brown Act. However, in order to continue remote meetings each public agency must declare a state of emergency due to COVID-19. This allows the continuation of remote meetings until the state of emergency is rescinded or until the ability sunsets on January 2, 2024 as specified in the legislation.

At the last meeting, Board members expressed a desire to continue remote meetings in an effort to minimize the carbon footprint of the meetings which have 25-30 people traveling from the three counties to Novato. AB361 will allow for the continuation of remote meetings. There may be additional requirements that have not yet been identified.

Recommendation

It is recommended that the Board Declare a State of Emergency due to COVID-19 to allow for the continuation of remote meetings until the State of Emergency is rescinded or until January 1, 2024, whichever comes first.

Attachment

None

Page 1

Agenda Explanation
North Bay Water Reuse Authority
Board of Directors
November 29, 2021

ITEM NO. 10 CONSULTANT PROGRESS REPORTS

Action Requested

None at this time.

Summary

The consultant progress reports for the periods September and October 2021 are attached for the Board's review. The consultants will be available to answer any questions from the Board.

Recommendation

None at this time. This is an information item only.

Attachment

Consultant Progress Reports for September and October 2021.



AGREEMENT FOR ENGINEERING, ENVIRONMENTAL, AND PUBLIC OUTREACH SERVICES FOR NORTH BAY WATER REUSE AUTHORITY

ACTIVITIES JULY 23, 2021 THROUGH AUGUST 19, 2021

TASK 1 WORKSHOPS/PUBLIC OUTREACH/MGT

1.1 Workshops

- No Activity.

1.3 Public Involvement

- Web updates and distribute timely communications to NBWRA members.

1.4 Administration

- Performed project invoicing and developed activities report.
- Distributed timely communications to NBWRA members.

1.5 NBWRA Future Direction & Additional Services

- Helped coordinate meetings with technical team to discuss approach to be used following discussion at the July NBWRA Board meeting.
- Prepared materials and presentation to be used at meetings with technical team.

TASK 2 TITLE XVI FEASIBILITY STUDY/REPORT

- No Activity.

TASK 3 ENVIRONMENTAL EVALUATION

- Discussions with team on next steps for NBWRA, this included attending team meetings and helping to develop presentation materials.

TASK 4 FINANCIAL CAPABILITIES DETERMINATION

- No Activity.

TASK 5 PHASE 2 GRANT APPLICATION AND MANAGEMENT

- No Activity.

TASK 6 PHASE 1 SERVICES

- Support NBWRA investigation for expanded activities.
 - Attend web meetings to discuss meeting results.
 - PowerPoint presentation review and comment.



AGREEMENT FOR ENGINEERING, ENVIRONMENTAL, AND PUBLIC OUTREACH SERVICES FOR NORTH BAY WATER REUSE AUTHORITY

ACTIVITIES AUGUST 20, 2021 THROUGH SEPTEMBER 23, 2021

TASK 1 WORKSHOPS/PUBLIC OUTREACH/MGT

1.1 Workshops

- No Activity.

1.3 Public Involvement

- Web updates and distribute timely communications to NBWRA members.

1.4 Administration

- Performed project invoicing and developed activities report.
- Distributed timely communications to NBWRA members.

1.5 NBWRA Future Direction & Additional Services

- Helped coordinate meetings with technical team to discuss approach to be used following discussion at the NBWRA Board meeting.
- Prepared materials and presentation to be used at meetings with technical team.

TASK 2 TITLE XVI FEASIBILITY STUDY/REPORT

- Review materials and attend NBWRA Board meeting on 7/26.
- Review materials and attend September NBWRA Board meeting.
- Follow up discussion about next steps for NBWRA, the upcoming TAC meeting, and support for funding and resilience areas.

TASK 3 ENVIRONMENTAL EVALUATION

- No Activity.

TASK 4 FINANCIAL CAPABILITIES DETERMINATION

- No Activity.

TASK 5 PHASE 2 GRANT APPLICATION AND MANAGEMENT

- No Activity.

TASK 6 PHASE 1 SERVICES

- Support NBWRA investigation for expanded activities.
 - Attend web meetings to discuss meeting results.
 - PowerPoint presentation review and comment.
- Phase 1 Reconciliation Support
 - Review Sonoma Water emails and materials.
 - Research NBWRA Grant Files.
 - Provide emails and attachments to Sonoma Water.

Weir Technical Services
Program Management Services for North Bay Water Reuse Authority (FY2019/20)
Sonoma County Water Agency Project-Activity Code N0001D034

**September 2021
Progress Report**

2.1 Task 1: Authority Board of Directors (Board) and Technical Advisory Committee (TAC) Meeting Management

- Email communication with subgroup regarding having the TAC meet and meeting to discuss presentation for Board meeting.
- Drafted September 27, 2021 Board meeting agenda and sent to subgroup for review; edited based on comments received. Sent agenda to Chair and Vice Chair.
- Participated in Teams subgroup meeting to discuss Board meeting and review PowerPoint for meeting. Provided comments on PowerPoint.
- Drafted staff reports for Board meeting and sent to subgroup for review. Revised based on comments received. Finalized all reports; compiled and distributed agenda package.
- Tested Zoom screen sharing with consultant.
- Prepped for and hosted Board meeting on September 27, 2021.
- Participated in follow up meeting with subgroup meeting to discuss TAC meeting. Reviewed current TAC list. Reviewed and commented on email to TAC. Finalized and sent email to TAC regarding membership and meeting schedule and monitored responses.
- Updated distribution lists.

2.2 Task 2: Financial Management

- Finalized FYE21 consultant cost tracking sheet and reconciled with Agency trust worksheet. Set up file for FYE22 and reconciled with Agency trust worksheet.

2.3 Task 3: Project Support and Review

- There was no activity for this task during the reporting period.

2.4 Task 4: Program Planning

- Completed and submitted August 2021 invoice for program management services, and updated accounting files.

2.5 Task 5: Governance Issues

- There was no activity for this task during the reporting period.

Weir Technical Services
Program Management Services for North Bay Water Reuse Authority (FY2019/20)
Sonoma County Water Agency Project-Activity Code N0001D034

October 2021
Progress Report

2.1 Task 1: Authority Board of Directors (Board) and Technical Advisory Committee (TAC) Meeting Management

- Monitored responses for TAC meeting dates. Scheduled two TAC meetings, October 20 and 21 via zoom and Outlook. Monitored responses.
- Email communication with Board member regarding magnitude of desired new projects.
- Email communication with TAC members regarding representation, meeting schedule, and MOU review at Board meeting
- Email communication with subgroup regarding setting up a planning meeting. Decided on October 15.
- Telecon with TAM member regarding possible overlap with NBWA.
- Participated in Teams planning meeting with subgroup.
- Edited draft PowerPoint to include information on the TAC and sent to consultants for review.
- Participated in Teams meeting with consultant to review PowerPoint. Made additional edits and forwarded to consultant.
- Prepped for and hosted two TAC Zoom meetings. Follow up discussion with consultants. Sent PowerPoint presentation to TAC members for use with their Boards and staff.
- Reviewed news articles from outreach consultant.
- Updated distribution lists.

2.2 Task 2: Financial Management

- There was no activity for this task during the reporting period.

2.3 Task 3: Project Support and Review

- There was no activity for this task during the reporting period.

2.4 Task 4: Program Planning

- Completed and submitted September 2021 invoice for program management services, and updated accounting files.

2.5 Task 5: Governance Issues

- There was no activity for this task during the reporting period.

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Agenda Explanation
North Bay Water Reuse Authority
Board of Directors
November 29, 2021

ITEM NO. 11 FINANCIAL REPORTS FOR FISCAL YEAR ENDING JUNE 30, 2022

Action Requested

None at this time.

The following items are attached for the Board's information for Fiscal Year ending June 30, 2022:

- a. Consultant Cost Tracking for FY21/22 through November 17, 2021
- b. FY2021/22 Monthly Project Cost Summary as of November, 2021
- c. FY2021/22 Budget Allocations as of November, 2021
- d. FY2021/22 Transaction Summaries for Phase 1, Phase 2, Joint Use, and Discretionary as of November 17, 2021
- e. Interest Earned by Fiscal Year

In the Consultant Cost Tracking spreadsheet costs by month are shown by column across the top. Only the most current three months of the fiscal year are shown, but carryover data is included. Total costs are included. Percent remaining is based on the total budget. The rest of the SCWA items are as described above. Costs for the Fiscal Year ending June 30, 2022 are also tracking normally at this time.

Recommendation

None at this time.

Attachments

Item Nos. 11a – e as described above

North Bay Water Reuse Authority

November 22, 2021

Consultant Cost Tracking

Fiscal Year 2021/22

	Aug-21	Sep-21	Oct-21	FY2020/21 Total	Approved FY2020/21	FY2021/22 YTD	Approved FY2021/22	Prior FY Carryover	Total Available	Amount Remaining
Phase 1 Support										
Grant Applications & Management - B&C	2,008	3,379	-	3,534	-	5,387	-	26,909	26,909	21,522
Total Costs for Phase 1 Support	2,008	3,379	-	3,534	-	5,387	-	26,909	26,909	21,522
Phase 2 Support										
Program Development				-	-	-	-	18,921	18,921	18,921
Federal Advocacy				-	-	-	-	17,818	17,818	17,818
State Advocacy				-	-	-	-	17,500	17,500	17,500
Total Costs for Phase 2 Support	-	-	-	-	-	-	-	54,238	54,238	54,238
Phase 2 Feasibility Study										
Engineering Tasks 1 & 5: Mtgs, Admin, Grant Admin, Outreach - B&C	6,050	6,523	-	31,193	-	16,676	-	31,314	31,314	14,637
Engineering Task 2 Feasibility Study - B&C	-	726	-	19,366	-	1,907	-	2,660	2,660	753
Engineering Tasks 3 & 4, Environmental & Financial Capability - B&C	2,906	-	-	19,133	-	2,906	-	21,879	21,879	18,974
SCWA Administration - Grants and EIR/EIS - SCWA	232	610	-	7,335	-	842	-	19,184	19,184	18,342
Total Costs for Study	9,188	7,858	-	77,027	-	22,332	-	75,037	75,037	52,705
Total Costs for Phase 2	9,188	7,858	-	87,332	-	22,332	-			106,944
Joint Use										
Program Management - Weir	1,080	2,000	1,760	16,200	-	7,520	10,000	8,972	18,972	11,452
Engineering Task 7, Additional Services	-	-	-	-	-	-	60,000	-	60,000	60,000
SCWA Administration	7,802	6,944	4,951	64,628	-	20,819	40,000	(27,889)	12,111	(8,707)
Total Costs for Joint Use	8,882	8,944	6,711	80,828	-	28,339	110,000	(18,916)	91,084	62,745
Total Costs										
Planning, Engineering, and Funding Management - B&C	10,964	10,627	-	73,226	-	26,877	60,000	82,762	82,762	55,885
Program Development and Federal/State Advocacy	-	-	-	-	-	-	-	54,238	54,238	54,238
Program Management - Weir	1,080	2,000	1,760	16,200	-	7,520	10,000	8,972	8,972	1,452
SCWA Administration	8,034	7,554	4,951	71,963	-	21,661	-	45,533	45,533	23,873
Total Costs for NBWRA	20,078	20,182	6,711	161,389	-	56,057	70,000	191,506	191,506	135,448

**North Bay Water Reuse Authority
Project Cost Summary
as of November 17, 2021**

TOTAL FY 21/22 PROJECT COSTS											
Project	Consultant	Carryover Budget	2021/22 Additional Budget	Total Budget	Original Contract	Amend	Total Contract	Uncommitted	Total Expenses in FY 20/21	Remaining	% Avail.
Planning, Engineering and Funding Management	Brown & Caldwell	82,761.47	60,000.00	142,761.47					-	142,761.47	100.00%
Program Development and Federal/State Advocacy	TBD	54,238.10	-	54,238.10					-	54,238.10	100.00%
Program Management	Weir Technical Services	8,722.45	-	8,722.45					5,760.00	2,962.45	33.96%
SCWA Administration	SCWA	(8,704.77)	40,000.00	31,295.23					23,637.48	7,657.75	24.47%
TOTAL BUDGET		\$ 137,017.25	\$ 100,000.00	\$ 237,017.25	\$ -	\$ -	\$ -	\$ -	29,397.48	\$ 207,619.77	87.60%
Phase 1											
Project	Consultant	Carryover Budget	2021/22 Additional Budget	Total Budget	Original Contract	Amend	Total Contract	Uncommitted	Total Expenses in FY 20/21	Remaining	% Avail.
Grant Applications and Management	Brown & Caldwell	26,908.26	-	26,908.26					-	26,908.26	100.00%
TOTAL BUDGET		\$ 26,908.26	\$ -	\$ 26,908.26	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26,908.26	0.00%
Phase 2 - Support											
Project	Consultant	Carryover Budget	2021/22 Additional Budget	Total Budget	Original Contract	Amend	Total Contract	Uncommitted	Total Expenses in FY 20/21	Remaining	% Avail.
Program Development	TBD	18,920.55	-	18,920.55					-	18,920.55	100.00%
Federal Advocacy	TBD	17,817.55	-	17,817.55					-	17,817.55	100.00%
State Advocacy	TBD	17,500.00	-	17,500.00					-	17,500.00	100.00%
TOTAL BUDGET		\$ 54,238.10	\$ -	\$ 54,238.10	\$ -	\$ -	\$ -	\$ -	-	\$ 54,238.10	100.00%
¹ Contract amendment for extension through end of FY 18/19											
Phase 2 - Feasibility Study											
Project	Consultant	Carryover Budget	2021/22 Additional Budget	Total Budget	Original Contract	Amend	Total Contract	Uncommitted	Total Expenses in FY 21/22	Remaining	% Avail.
Engineering Tasks 1 & 5: Mtgs, Admin, Grant Admin and Outreach	Brown & Caldwell	31,313.80	-	31,313.80					-	-	0.00%
Engineering: Task 2 Feasibility Study	Brown & Caldwell	2,659.96	-	2,659.96					-	-	0.00%
Engineering Tasks 3 & 4 : Environmental and Financial Capability	Brown & Caldwell	21,879.45	-	21,879.45					-	-	0.00%
Administration - Grants and EIR/EIS	SCWA	19,183.76	-	19,183.76					842.14	18,341.62	95.61%
TOTAL BUDGET		\$ 75,036.97	\$ -	\$ 75,036.97	\$ -	\$ -	\$ -	\$ -	\$ 842.14	\$ 18,341.62	24.44%
Joint Use											
Project	Consultant	Carryover Budget	2021/22 Additional Budget	Total Budget	Original Contract	Amend	Total Contract	Uncommitted	Total Expenses in FY 21/22	Remaining	% Avail.
Program Management	Weir Technical Services	8,722.45	-	8,722.45					5,760.00	2,962.45	33.96%
Engineering Task 7: Additional Services	Brown & Caldwell	-	60,000.00	60,000.00					-	60,000.00	100.00%
Administration	SCWA	(27,888.53)	40,000.00	12,111.47					22,795.34	(10,683.87)	-88.21%
TOTAL BUDGET		\$ (19,166.08)	\$ 100,000.00	\$ 80,833.92	\$ -	\$ -	\$ -	\$ -	28,555.34	\$ 52,278.58	64.67%

**North Bay Water Reuse Authority
Project Cost Summary
as of November 17, 2021**

Agreement Rollovers From 20/21 Budget											
Project	Consultant	FY 19/20 Budget	Carryover For FY 19/20	Total Budget	Total Expenses (In Prior Years)	Amend	Remaining Amount	Uncommitted (expired) Amount	Total Expenses in FY 19/20	Remaining	% Avail.
Phase 1:											
Grant Applications and Management - B&C	Brown & Caldwell	-	30,442.26	30,442.26	-	-	-	-	3,534.00	26,908.26	88.39%
Program Development	TBD	-	-	-	-	-	-	-	-	-	0.00%
Federal Advocacy	TBD	-	-	-	-	-	-	-	-	-	0.00%
Phase 2 - Support											
Program Development	TBD	-	18,920.55	18,920.55	-	-	-	-	-	18,920.55	100.00%
State Advocacy	TBD	-	17,817.55	17,817.55	-	-	-	-	-	17,817.55	100.00%
Federal Advocacy	TBD	-	17,500.00	17,500.00	-	-	-	-	-	17,500.00	100.00%
Phase 2 - Feasibility Study											
Engineering Tasks 1 & 5: Mtgs, Admin, Grant Admin and Outreach	Brown & Caldwell	-	62,506.92	62,506.92	-	-	-	-	31,193.12	31,313.80	50.10%
Engineering: Task 2 Feasibility Study	Brown & Caldwell	-	22,025.65	22,025.65	-	-	-	-	19,365.69	2,659.96	12.08%
Engineering Tasks 3 & 4 : Environmental and Financial Capability	Brown & Caldwell	-	41,012.71	41,012.71	-	-	-	-	19,133.26	21,879.45	53.35%
Engineering Task 7: Additional Services	Brown & Caldwell	-	-	-	-	-	-	-	-	-	0.00%
SCWA Administration - Grants and EIR/EIS	SCWA	-	26,518.55	26,518.55	-	-	-	-	7,334.79	19,183.76	72.34%
Joint Use											
Program Management	Weir Technical Services	-	24,922.45	24,922.45	-	-	-	-	16,200.00	8,722.45	35.00%
SCWA Administration	SCWA	-	36,739.92	36,739.92	-	-	-	-	64,628.45	(27,888.53)	-75.91%
TOTAL BUDGET		\$ -	\$ 298,406.56	\$ 298,406.56	\$ -	\$ -	\$ -	\$ -	\$ 161,389.31	\$ 137,017.25	45.92%
Rollover From Prior Years			137,017.25								
Total FY21/22 Budget for all Phases			100,000.00								
Total			237,017.25								
Expenses Incurred in FY 20/21 (Including budget for rollover amounts)			29,397.48								
Amount Remaining			207,619.77								
Unbudgeted Expenses (Discretionary)			-								
Total Charges to NBWR FY 20/21			\$29,397.48								

Uncommitted indicates either a contract has not been issued, an existing contract has not yet been amended per approved NBWRA FY Budgets, or funds have been released from contract.

2021/22 Budget Allocations + Amendments

Phase 1 Support												
	Carry Over Budget	2021/22 Additional Budget	LGVSD	Napa SD	Novato SD	SVCSD	SCWA	NMWD	Napa County	Petaluma	MMWD	American Canyon
MOU Percent for Phase 1			7.239%	31.894%	8.611%	27.473%	3.572%	17.640%	3.571%	0.000%	0.000%	0.000%
Grant Applications and Management	\$ 26,908.26									-	-	-
Program Development	\$ -		-	-	-	-	-	-	-	-	-	-
Federal Advocacy	\$ -		-	-	-	-	-	-	-	-	-	-
Total	\$ 26,908.26	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Phase 2 Support												
Shared on the Basis of Phase 2 Project Cost in Feasibility Study	Carry Over Budget	2021/22 Additional Budget	LGVSD	Napa SD	Novato SD	SVCSD	SCWA	NMWD	Napa County	Petaluma	MMWD	American Canyon
Percent for Phase 2 Support			0.000%	14.286%	14.286%	14.286%	14.286%	0.000%	0.000%	14.286%	14.286%	14.286%
Program Development - TBD	\$ 18,920.55		-	-	-	-	-	-	-	-	-	-
Federal Advocacy - TBD	\$ 17,817.55		-	-	-	-	-	-	-	-	-	-
State Advocacy - TBD	\$ 17,500.00		-	-	-	-	-	-	-	-	-	-
Total	\$ 54,238.10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

\$ -

Phase 2 Feasibility Study - Two Years												
Shared on the Basis of Phase 2 Project Cost in Feasibility Study	Carry Over Budget	2021/22 Additional Budget	LGVSD	Napa SD	Novato SD	SVCSD	SCWA	NMWD	Napa County	Petaluma	MMWD	American Canyon
Percent for Phase Engineering mtgs, etc.			0.000%	14.286%	14.286%	14.286%	14.286%	0.000%	0.000%	14.286%	14.286%	14.286%
Engineering Tasks 1 & 5: Mtgs, Admin, Grant Admin and Outreach	\$ 31,313.80		-	-	-	-	-	-	-	-	-	-
Percent for Phase 2 Feasibility Study			0.000%	30.303%	21.212%	9.091%	6.061%	0.000%	0.000%	21.212%	3.030%	9.091%
Engineering: Task 2 Feasibility Study	\$ 2,659.96		-	-	-	-	-	-	-	-	-	-
Percent for Phase 2 EIR/EIS & Financial Cap			0.000%	4.225%	8.198%	4.784%	9.962%	0.000%	0.000%	44.009%	10.355%	15.936%
Engineering Tasks 3 & 4 : Environmental and Financial Capability	\$ 21,879.45		-	-	-	-	-	-	-	-	-	-
Percent for Phase 2 SCWA			0.000%	6.059%	14.286%	14.286%	14.286%	0.000%	0.000%	14.286%	14.286%	14.286%
SCWA Administration - Grants and EIR/EIS	\$ 19,183.76		-	-	-	-	-	-	-	-	-	-
Total	\$ 75,036.97	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Joint Use												
Shared on the Basis of Phase 2 Project Cost in Feasibility Study	Carry Over Budget	2021/22 Additional Budget	LGVSD	Napa SD	Novato SD	SVCSD	SCWA	NMWD	Napa County	Petaluma	MMWD	American Canyon
Percent for Joint Use			10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%	10.000%
Program Management	\$ 8,722.45											
Engineering Task 7: Additional Services - BC	\$ -	\$ 60,000.00	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00
SCWA Administration	\$ (27,888.53)	\$ 40,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00
Total	\$ (19,166.08)	\$ 100,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00

Summary per Agency												
Agency	Carry Over Budget	Total Budget	LGVSD	Napa SD	Novato SD	SVCSD	SCWA	NMWD	Napa County	Petaluma	MMWD	American Canyon
Total	\$ 137,017	\$ 100,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000

Associate Member Contributions	\$ 5,000
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Total Billable	\$ 105,000
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North Bay Water Reuse Authority
July 1, 2020 to Date Transaction Summary
as of November 17, 2021
PHASE 1

Item No. 11.c

<u>Date</u>	<u>Description</u>	<u>Amount</u>		<u>Las Gallinas</u>	<u>Napa</u>	<u>Novato</u>	<u>SVCSD</u>	<u>SCWA</u>	<u>North Marin Water Dist.</u>	<u>Napa County</u>
7/1/2021	Beginning Balance	135,512.47	b	14,559.24	47,567.60	12,708.46	21,214.19	4,837.38	29,788.03	4,837.57
				-	-	-	-	-	-	-
	Current NBWRA Balance	\$ 135,512.47		\$ 14,559.24	\$ 47,567.60	\$ 12,708.46	\$ 21,214.19	\$ 4,837.38	\$ 29,788.03	\$ 4,837.57
	PENDING									
11/18/2021	Brown & Caldwell - 11419797	(2,008.13)	p bc3	(145.37)	(640.47)	(172.92)	(551.69)	(71.74)	(354.23)	(71.71)
11/18/2021	Brown & Caldwell - 11422754	(3,379.13)	p bc3	(244.62)	(1,077.74)	(290.98)	(928.35)	(120.69)	(596.08)	(120.67)
				-	-	-	-	-	-	-
	Projected Balance	\$ 130,125.21		\$ 14,169.25	\$ 45,849.39	\$ 12,244.56	\$ 19,734.15	\$ 4,644.95	\$ 28,837.72	\$ 4,645.19
				10.74%	35.10%	9.38%	15.65%	3.57%	21.98%	3.57%

Current NBWRA Reconciliation				Current NBWRA Phase 1 Support Reconciliation by Entity						
Beginning Balance	135,512.47	b		14,559.24	47,567.60	12,708.46	21,214.19	4,837.38	29,788.03	4,837.57
Deposits	-	d		-	-	-	-	-	-	-
Interest Earnings	-	i		-	-	-	-	-	-	-
Payments	-	p		-	-	-	-	-	-	-
Total:	135,512.47			14,559.24	47,567.60	12,708.46	21,214.19	4,837.38	29,788.03	4,837.57

Current NBWRA Obligations						
<u>Vendor</u>	<u>Encumbrances</u>		<u>Paid to date</u>	<u>Adjustments</u>	<u>Balance</u>	<u>% Spent</u>
Grant Applications and Management - (B&C: FY 14/15 - 16/17)						
Grant Applications and Management - (B&C: FY 17/18 - 21/22)	26,908.26	bc3	-		26,908.26	0.00%
Program Development - (B&A: FY 17/18)	-					
Federal Advocacy (TFG sub) - (B&A: FY 17/18)	-					
Total	26,908.26		-	-	53,816.52	0.00%

Carryover from Last FY

North Bay Water Reuse Authority
July 1, 2020 to Date Transaction Summary
as of November 17, 2021
PHASE 2

Item No. 11.c

<u>Date</u>	<u>Description</u>	<u>Amount</u>	<u>Las Galinas</u>	<u>Napa</u>	<u>Novato</u>	<u>SVCSD</u>	<u>SCWA</u>	<u>City of Petaluma</u>	<u>Marin Muni Water Dist.</u>	<u>American Canyon</u>
Phase 2 - Support										
7/1/2021	Beginning Balance	62,225.21 b	647.63	8,835.96	8,834.96	8,835.96	8,839.85	8,835.96	9,021.26	8,373.63
	Current NBWRA Phase 2 - Support Balance \$	62,225.21	\$ 647.63	\$ 8,835.96	\$ 8,834.96	\$ 8,835.96	\$ 8,839.85	\$ 8,835.96	\$ 9,021.26	\$ 8,373.63
	PENDING									
	Projected NBWRA Phase 2 - Support Balance \$	62,225.21	\$ 647.63	\$ 8,835.96	\$ 8,834.96	\$ 8,835.96	\$ 8,839.85	\$ 8,835.96	\$ 9,021.26	\$ 8,373.63
			1.04%	14.20%	14.20%	14.20%	14.21%	14.20%	14.50%	13.46%
Current NBWRA Phase 2 - Support Reconciliation Totals			Current NBWRA Phase 2 - Support Reconciliation by Entity							
	Beginning Balance	62,225.21 b	647.63	8,835.96	8,834.96	8,835.96	8,839.85	8,835.96	9,021.26	8,373.63
	Deposits	- d	-	-	-	-	-	-	-	-
	Interest Earnings	- i	-	-	-	-	-	-	-	-
	Payments	- p	-	-	-	-	-	-	-	-
	Total \$	62,225.21	\$ 647.63	\$ 8,835.96	\$ 8,834.96	\$ 8,835.96	\$ 8,839.85	\$ 8,835.96	\$ 9,021.26	\$ 8,373.63
Current NBWRA Phase 2 - Support Obligations										
	Vendor	Encumbrances	Paid to date	Adjustments	Balance	Expires	% Spent			
	Phase 2 - Support									
	Program Development - (B&A: FY 18/19)	ba1-pd	-	-	-	#DIV/0!		Carryover from Last FY		
	Federal Advocacy (TFG sub) - (B&A: FY 18/19)	ba1-fa	-	-	-	#DIV/0!		Carryover from Last FY		
	State Advocacy (TFG sub) - (B&A: FY 18/19)	ba1-sa	-	-	-	#DIV/0!				
	Program Development - (TBD FY 19/20 - 20/21)	ba2-pd	-	-	18,920.55		0.00%			
	Federal Advocacy (TFG sub) - (TBD FY 19/20 - 20/21)	ba2-fa	-	-	17,817.55		0.00%			
	State Advocacy (TFG sub) - (TBD FY 19/20 - 20/21)	ba2-sa	-	-	17,500.00		0.00%			
	Subtotal \$	54,238.10	-	-	\$ 54,238.10		0.00%			

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<u>Date</u>	<u>Description</u>	<u>Amount</u>	<u>Las Galinas</u>	<u>Napa</u>	<u>Novato</u>	<u>SVCSD</u>	<u>SCWA</u>	<u>City of Petaluma</u>	<u>Marin Muni Water Dist.</u>	<u>American Canyon</u>
Phase 2 - Feasibility Study										
Engineering Tasks 1 & 5: Mtgs, Admin, Grant Admin and Outreach										
7/1/2021	Beginning Balance	31,313.80 b	-	4,475.19	4,474.19	4,474.19	4,468.18	4,473.19	4,474.43	4,474.43
	Current NBWRA Phase 2 - Engineering Tasks 1 & 5: Mtgs, Admin, Grant Admin and Outreach Balance	\$ 31,313.80	\$ -	\$ 4,475.19	\$ 4,474.19	\$ 4,474.19	\$ 4,468.18	\$ 4,473.19	\$ 4,474.43	\$ 4,474.43
11/18/2021	Brown & Caldwell - 11416652	(1,085.71) bc5	-	(155.10)	(155.10)	(155.10)	(155.10)	(155.10)	(155.10)	(155.10)
	Projected NBWRA Phase 2 - Engineering Tasks 1 & 5: Mtgs, Admin, Grant Admin and Outreach Balance	\$ 30,228.09	\$ -	\$ 4,320.09	\$ 4,319.09	\$ 4,319.09	\$ 4,313.08	\$ 4,318.09	\$ 4,319.33	\$ 4,319.33
			0.00%	14.29%	14.29%	14.29%	14.27%	14.29%	14.29%	14.29%
Current NBWRA Phase 2 Feasibility Study Eng Tasks 1 & 5 Reconciliation Totals										
	Beginning Balance	31,313.80 b	-	4,475.19	4,474.19	4,474.19	4,468.18	4,473.19	4,474.43	4,474.43
	Deposits	- d	-	-	-	-	-	-	-	-
	Interest Earnings	- i	-	-	-	-	-	-	-	-
	Payments	- p	-	-	-	-	-	-	-	-
	Total	\$ 31,313.80	\$ -	\$ 4,475.19	\$ 4,474.19	\$ 4,474.19	\$ 4,468.18	\$ 4,473.19	\$ 4,474.43	\$ 4,474.43
Current NBWRA Phase 2 - Feasibility Study: Engineering Tasks 1 & 5 Obligations										
	Vendor	Encumbrances	Paid to date	Adjustments	Balance	Expires	% Spent			
	Phase 2 - Feasibility Study									
	Engineering Tasks 1 & 5: Mtgs, Admin, Grant Admin and Outreach:									
	Brown & Caldwell: (FY 17/18)	- bc4	-		-		0.00%	Carryover from Last FY		
	Brown & Caldwell: (FY 18/19 - 21/22)	31,313.80 bc5	-		31,313.80		0.00%	Carryover from Last FY		
	Subtotal	\$ 31,313.80	\$ -	\$ -	\$ 31,313.80		0.00%			
					\$ 31,313.80					

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Date	Description	Amount	Las Galinas	Napa	Novato	SVCSD	SCWA	City of Petaluma	Marin Muni Water Dist.	American Canyon
Phase 2 - Feasibility Study										
Engineering: Task 2 Feasibility Study										
7/1/2021	Beginning Balance	2,659.96 b	-	806.07	564.45	241.63	160.69	564.45	81.04	241.63
Current NBWRA Phase 2 - Engineering Task 2 Feasibility Study Balance \$ 2,659.96			\$ -	\$ 806.07	\$ 564.45	\$ 241.63	\$ 160.69	\$ 564.45	\$ 81.04	\$ 241.63
PENDING										
11/18/2021	Brown & Caldwell - 11416652	(1,181.25) p bc4	-	(357.95)	(250.57)	(107.39)	(71.59)	(250.57)	(35.79)	(107.39)
11/18/2021	Brown & Caldwell - 11422754	(725.81) p bc4	-	(219.94)	(153.96)	(65.98)	(44.00)	(153.96)	(21.99)	(65.98)
Projected NBWRA Phase 2 - Engineering Task 2 Feasibility Study Balance \$ 752.90			\$ -	\$ 228.18	\$ 159.92	\$ 68.26	\$ 45.10	\$ 159.92	\$ 23.26	\$ 68.26
			0.00%	30.31%	21.24%	9.07%	5.99%	21.24%	3.09%	9.07%
Current NBWRA Phase 2 Feasibility Study Eng Task 2 Reconciliation Totals			Current NBWRA Phase 2 Feasibility Study Eng Task 2 Reconciliation by Entity							
Beginning Balance	2,659.96	b	-	806.07	564.45	241.63	160.69	564.45	81.04	241.63
Deposits	-	d	-	-	-	-	-	-	-	-
Interest Earnings	-	i	-	-	-	-	-	-	-	-
Payments	-	p	-	-	-	-	-	-	-	-
Total \$ 2,659.96			\$ -	\$ 806.07	\$ 564.45	\$ 241.63	\$ 160.69	\$ 564.45	\$ 81.04	\$ 241.63
Current NBWRA Phase 2 - Feasibility Study: Engineering Task 2 Obligations										
Vendor			Encumbrances		Paid to date	Adjustments	Balance	Expires	% Spent	
Phase 2 - Feasibility Study										
Engineering: Task 2 Feasibility Study:										
Brown & Caldwell: (FY 14/15 - 16/17)					-			#DIV/0!	Carryover from Last FY	
Brown & Caldwell: (FY 18/19)			-	bc3	-		-		#DIV/0!	Carryover from Last FY
Brown & Caldwell: (FY 19/20 - 20/21)			2,659.96	bc4	-		2,659.96		0.00%	Carryover from Last FY
Subtotal \$ 2,659.96			\$ -	\$ -	\$ -		-		0.00%	

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Date	Description	Amount	Las Galinas	Napa	Novato	SVCSD	SCWA	City of Petaluma	Marin Muni Water Dist.	American Canyon	
Phase 2 - Feasibility Study											
Engineering: Tasks 3 & 4 Environmental and Financial Capability											
7/1/2021	Beginning Balance	21,879.45 b	-	1,476.82	1,794.47	1,051.68	2,173.33	9,624.95	2,267.17	3,491.03	
Current NBWRA Phase 2 - Engineering Tasks 3 & 4 Environmental and Financial Capability Balance \$ 21,879.45			\$ -	\$ 1,476.82	\$ 1,794.47	\$ 1,051.68	\$ 2,173.33	\$ 9,624.95	\$ 2,267.17	\$ 3,491.03	
11/18/2021	PENDING		-								
	Brown & Caldwell - 11419797	(2,905.88) bc6	-	(196.29)	(238.22)	(139.02)	(289.51)	(1,278.85)	(300.90)	(463.08)	
		bc6	-	-	-	-	-	-	-	-	
		bc6	-	-	-	-	-	-	-	-	
Projected NBWRA Phase 2 - Engineering Tasks 3 & 4 Environmental and Financial Capability Balance \$ 18,973.57			\$ -	\$ 1,280.53	\$ 1,556.25	\$ 912.66	\$ 1,883.82	\$ 8,346.10	\$ 1,966.27	\$ 3,027.95	
			0.00%	6.75%	8.20%	4.81%	9.93%	43.99%	10.36%	15.96%	
Current NBWRA Phase 2 Feasibility Study Eng Tasks 3 & 4 Reconciliation Totals											
Beginning Balance		21,879.45	b d i p	Current NBWRA Phase 2 Feasibility Study Eng Tasks 3 & 4 Reconciliation by Entity							
Deposits		-		-	1,476.82	1,794.47	1,051.68	2,173.33	9,624.95	2,267.17	3,491.03
Interest Earnings		-		-	-	-	-	-	-	-	-
Payments		-		-	-	-	-	-	-	-	-
Total		\$ 21,879.45		\$ -	\$ 1,476.82	\$ 1,794.47	\$ 1,051.68	\$ 2,173.33	\$ 9,624.95	\$ 2,267.17	\$ 3,491.03
Current NBWRA Phase 2 - Feasibility Study: Engineering Tasks 3 & 4 Obligations											
Vendor		Encumbrances	Paid to date	Adjustments	Balance	Expires	% Spent				
Phase 2 - Feasibility Study											
Engineering: Tasks 3 & 4: Environmental and Financial Capability:											
Brown & Caldwell: (FY 14/15 - 16/17)		-	bc3	-	-	#DIV/0!	Carryover from Last FY				
Brown & Caldwell: (FY 18/19)			bc5	-		#DIV/0!	Carryover from Last FY				
Brown & Caldwell: (FY 20/21)		21,879.45	bc6	-	21,879.45	0.00%	Carryover from Last FY				
Subtotal		\$ 21,879.45	\$ -	\$ -	\$ 21,879.45	0.00%					

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Date	Description	Amount			Las Galinas	Napa	Novato	SVCSD	SCWA	City of Petaluma	Marin Muni Water Dist.	American Canyon
Phase 2 - Feasibility Study												
SCWA Administration - Grants and EIR/EIS:												
7/1/2021	Beginning Balance	19,183.76	b		-	(647.78)	1.22	(1,534.78)	796.16	16,116.22	970.36	3,482.36
8/4/2021	Salary/Assn Chgs Applied - N5	(231.97)	p	a8	-	(33.14)	(33.14)	(33.14)	(33.13)	(33.14)	(33.14)	(33.14)
9/15/2021	Salary/Assn Chgs Applied - N2	(610.17)	p	a8	-	-	-	-	-	-	-	-
Current NBWRA Phase 2 - SCWA Administration and EIR/EIS \$ 18,341.62					\$ -	\$ (680.92)	\$ (31.92)	\$ (1,567.92)	\$ 763.03	\$ 16,083.08	\$ 937.22	\$ 3,449.22
PENDING												
Projected NBWRA Phase 2 - SCWA Administration and EIR/EIS \$ 18,341.62					\$ -	\$ (680.92)	\$ (31.92)	\$ (1,567.92)	\$ 763.03	\$ 16,083.08	\$ 937.22	\$ 3,449.22
					0.00%	-3.71%	-0.17%	-8.55%	4.16%	87.69%	5.11%	18.81%
Current NBWRA Phase 2 Feasibility Study SCWA Administration - Grants and EIR/EIS Reconciliation Totals					Current NBWRA Phase 2 Feasibility Study SCWA Administration - Grants and EIR/EIS Reconciliation by Entity							
Beginning Balance		19,183.76	b		-	(647.78)	1.22	(1,534.78)	796.16	16,116.22	970.36	3,482.36
Deposits		-	d		-	-	-	-	-	-	-	-
Interest Earnings		-	i		-	-	-	-	-	-	-	-
Payments		(842.14)	p		-	(33.14)	(33.14)	(33.14)	(33.13)	(33.14)	(33.14)	(33.14)
Total		\$ 18,341.62			\$ -	\$ (680.92)	\$ (31.92)	\$ (1,567.92)	\$ 763.03	\$ 16,083.08	\$ 937.22	\$ 3,449.22
Current NBWRA Phase 2 - Feasibility Study: SCWA Administration - Grants and EIR/EIS Obligations												
Vendor		Encumbrances			Paid to date		Adjustments	Balance	Expires	% Spent		
Phase 2 - Feasibility Study												
SCWA Administration - Grants and EIR/EIS:												
SCWA: (FY 18/19)		-	a5		-	-	-	-	0.00%	Carryover from Last FY		
SCWA: (FY 19/20)		-	a6		-	-	-	-	0.00%	Carryover from Last FY		
SCWA: (FY 20/21)		-	a7		-	-	-	-	0.00%	Carryover from Last FY		
SCWA: (FY 21/22)		19,183.76	a8		842.14	-	-	18,341.62	4.39%			
Subtotal		\$ 19,183.76			\$ 842.14	\$ -	\$ 18,341.62		4.39%			
Phase 2 Feasibility Study Balance Totals												
Current NBWRA Phase 2 - Feasibility Study Balance					-	6,077.16	6,801.19	4,199.58	7,565.23	30,745.67	7,759.86	11,656.31
Projected NBWRA Phase 2 - Feasibility Study Balance					-	5,147.88	6,003.34	3,732.09	7,005.03	28,907.19	7,246.08	10,864.76
*Projected Balance includes all pending transactions												

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Date	Description	Amount	Las Galinas Napa Novato SVCSD SCWA City of Petaluma Marin Muni Water Dist. American Canyon								
Summary											
Phase 2 Support & Feasibility Study Balance Totals											
Current NBWRA Phase 2 Balance		136,420.04	647.63	14,913.12	15,636.15	13,035.54	16,405.08	39,581.63	16,781.12	20,029.94	
Projected NBWRA Phase 2 Balance		130,521.39	647.63	13,983.84	14,838.30	12,568.05	15,844.88	37,743.15	16,267.34	19,238.39	
Current NBWRA Phase 2 - Support & Feasibility Study Reconciliation Totals											
Beginning Balance		137,262.18	b d i p	Current NBWRA Phase 2 - Support & Feasibility Study Reconciliation by Entity							
Deposits		-		647.63	14,946.26	15,669.29	13,068.68	16,438.21	39,614.77	16,814.26	20,063.08
Interest Earnings		-		-	-	-	-	-	-	-	-
Payments		(842.14)		-	(33.14)	(33.14)	(33.14)	(33.13)	(33.14)	(33.14)	(33.14)
Totals		136,420.04		647.63	14,913.12	15,636.15	13,035.54	16,405.08	39,581.63	16,781.12	20,029.94
NBWRA Phase 2 - Support & Feasibility Study Total Obligations											
Vendor		Encumbrances	Paid to date	Adjustments	Balance	Expires	% Spent				
Phase 2 - Support & Feasibility Study Totals											
Program Development - (B&A: FY 18/19)		-	ba1-pd	-	-	-	#DIV/0!				
Federal Advocacy (TFG sub) - (B&A: FY 18/19)		-	ba1-fa	-	-	-	#DIV/0!				
State Advocacy (TFG sub) - (B&A: FY 18/19)		-	ba1-sa	-	-	-	0.00%				
Program Development - (TBD FY 19/20)		18,920.55	ba2-pd	-	18,920.55	-	0.00%				
Federal Advocacy (TFG sub) - (TBD FY 19/20)		17,817.55	ba2-fa	-	17,817.55	-	0.00%				
State Advocacy (TFG sub) - (TBD FY 19/20)		17,500.00	ba2-sa	-	17,500.00	-	0.00%				
Brown & Caldwell: (FY 14/15 - 16/17)		-	bc3	-	-	-	#DIV/0!				
Brown & Caldwell: (FY 17/18)		-	bc4	-	-	-	0.00%				
Brown & Caldwell: (FY 18/19)		55,853.21	bc5	-	55,853.21	-	0.00%				
SCWA: (FY 18/19)		-	a5	-	-	-	#DIV/0!				
SCWA: (FY 19/20)		-	a6	-	-	-	#DIV/0!				
SCWA: (FY 21/22)		19,183.76	a8	842.14	18,341.62	-	4.39%				
Subtotal		\$ 129,275.07	\$ 842.14	\$ -	\$ 128,432.93		0.65%				
*Projected Balance includes all pending transactions											

North Bay Water Reuse Authority
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JOINT USE

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Date	Description	Amount		Las Gallinas	Napa	Novato	SVCSD	SCWA	North Marin Water Dist.	Napa County	City of Petaluma	Marin Muni Water Dist.	American Canyon
7/1/2021	Beginning Balance	(11,583.79)	b	(1,852.24)	1,397.76	1,397.76	1,397.76	1,397.78	1,397.76	1,397.76	(2,312.11)	(7,903.01)	(7,903.01)
7/29/2021	Salary/Assn Chgs Applied	(1,121.69)	p a8	(112.17)	(112.17)	(112.17)	(112.17)	(112.16)	(112.17)	(112.17)	(112.17)	(112.17)	(112.17)
8/4/2021	Salary/Assn Chgs Applied	(6,127.73)	p a8	(612.77)	(612.77)	(612.77)	(612.77)	(612.80)	(612.77)	(612.77)	(612.77)	(612.77)	(612.77)
8/19/2021	Salary/Assn Chgs Applied	(1,674.08)	p a8	(167.41)	(167.41)	(167.41)	(167.41)	(167.39)	(167.41)	(167.41)	(167.41)	(167.41)	(167.41)
8/23/2021	Weir Technical Services SCWA_7-21	(2,680.00)	p w4	(268.00)	(268.00)	(268.00)	(268.00)	(268.00)	(268.00)	(268.00)	(268.00)	(268.00)	(268.00)
9/1/2021	Salary/Assn Chgs Applied	(1,855.10)	p a8	(185.51)	(185.51)	(185.51)	(185.51)	(185.51)	(185.51)	(185.51)	(185.51)	(185.51)	(185.51)
9/15/2021	Salary/Assn Chgs Applied	(1,828.13)	p a8	(182.81)	(182.81)	(182.81)	(182.81)	(182.84)	(182.81)	(182.81)	(182.81)	(182.81)	(182.81)
9/27/2021	Weir Technical Services SCWA_8-21	(1,080.00)	p w4	(108.00)	(108.00)	(108.00)	(108.00)	(108.00)	(108.00)	(108.00)	(108.00)	(108.00)	(108.00)
9/29/2021	Salary/Assn Chgs Applied	(3,260.58)	p a8	(326.06)	(326.06)	(326.06)	(326.06)	(326.04)	(326.06)	(326.06)	(326.06)	(326.06)	(326.06)
10/15/2021	Salary/Assn Chgs Applied	(4,249.29)	p a8	(424.93)	(424.93)	(424.93)	(424.93)	(424.92)	(424.93)	(424.93)	(424.93)	(424.93)	(424.93)
10/28/2021	Salary/Assn Chgs Applied	(701.95)	p a8	(70.20)	(70.20)	(70.20)	(70.20)	(70.15)	(70.20)	(70.20)	(70.20)	(70.20)	(70.20)
10/29/2021	North Marin Water District Deposit	10,000.00	d						10,000.00				
11/10/2021	Weir Technical Services SCWA_9-21	(2,000.00)	p w4	(200.00)	(200.00)	(200.00)	(200.00)	(200.00)	(200.00)	(200.00)	(200.00)	(200.00)	(200.00)
11/10/2021	American Canyon Deposit	10,000.00	d										10,000.00
11/10/2021	Novato Sani Deposit	10,000.00	d			10,000.00							
11/10/2021	Napa Sani Deposit	10,000.00	d		10,000.00								
11/10/2021	Salary/Assn Chgs Applied	(1,976.79)	p a8	(197.68)	(197.68)	(197.68)	(197.68)	(197.67)	(197.68)	(197.68)	(197.68)	(197.68)	(197.68)
11/17/2021	City of Petaluma Deposit	10,000.00	d								10,000.00		
Current NBWRA Balance \$				\$ (4,707.78)	\$ 8,542.22	\$ 8,542.22	\$ (1,457.78)	\$ (1,457.70)	\$ 8,542.22	\$ (1,457.78)	\$ 4,832.35	\$ (10,758.55)	\$ (758.55)
PENDING													
11/18/2021	Brown & Caldwell - 11416652	(3,018.50)	p bc1	(301.85)	(301.85)	(301.85)	(301.85)	(301.85)	(301.85)	(301.85)	(301.85)	(301.85)	(301.85)
11/18/2021	Brown & Caldwell - 11419797	(6,049.75)	p bc1	(604.98)	(604.98)	(604.98)	(604.98)	(604.93)	(604.98)	(604.98)	(604.98)	(604.98)	(604.98)
11/18/2021	Brown & Caldwell - 11422754	(6,522.50)	p bc1	(652.25)	(652.25)	(652.25)	(652.25)	(652.25)	(652.25)	(652.25)	(652.25)	(652.25)	(652.25)
	Las Gallinas Deposit	10,000.00	d	10,000.00									
	SVCSD Deposit	10,000.00	d				10,000.00						
	SCWA Deposit	10,000.00	d					10,000.00					
	Napa County Deposit	10,000.00	d							10,000.00			
	American Canyon Deposit	10,000.00	d										10,000.00
	Marin Muni Deposit	10,000.00	d									10,000.00	
Projected Balance \$				\$ 3,733.14	\$ 6,983.14	\$ 6,983.14	\$ 6,983.14	\$ 6,983.27	\$ 6,983.14	\$ 6,983.14	\$ 3,273.27	\$ (2,317.63)	\$ 7,682.37
				6.88%	12.87%	12.87%	12.87%	12.87%	12.87%	12.87%	6.03%	-4.27%	14.16%

Current NBWRA Reconciliation				Current NBWRA Joint Use Reconciliation by Entity									
Beginning Balance	(11,583.79)	b		(1,852.24)	1,397.76	1,397.76	1,397.76	1,397.78	1,397.76	1,397.76	(2,312.11)	(7,903.01)	(7,903.01)
Deposits	50,000.00	d		-	10,000.00	10,000.00	-	-	10,000.00	-	10,000.00	-	10,000.00
Interest Earnings	-	i		-	-	-	-	-	-	-	-	-	-
Payments	(28,555.34)	p		(2,855.54)	(2,855.54)	(2,855.54)	(2,855.54)	(2,855.48)	(2,855.54)	(2,855.54)	(2,855.54)	(2,855.54)	(2,855.54)
Total:	9,860.87			(4,707.78)	8,542.22	8,542.22	(1,457.78)	(1,457.70)	8,542.22	(1,457.78)	4,832.35	(10,758.55)	(758.55)

Current NBWRA Obligations							% Spent	
Vendor	Encumbrances		Paid to date	Adjustments	Balance	Expires		
Program Mangement - (Weir : FY 14/15 - 16/17)	-	w3	-	-	-	-	0.00%	Carryover from Last FY
Program Mangement - (Weir : FY 17/18 - 20/21)	8,722.45	w4	5,760.00	-	2,962.45	-	66.04%	Carryover from Last FY
SCWA Administration - (SCWA : FY 17/18)	-	a4	-	-	-	-	0.00%	Carryover from Last FY
SCWA Administration - (SCWA : FY 18/19)	-	a5	-	-	-	-	0.00%	
SCWA Administration - (SCWA : FY 19/20 - 21/22)	(27,888.53)	a7	-	-	(27,888.53)	-	0.00%	
SCWA Administration - (SCWA : FY 21/22)	40,000.00	a8	22,795.34	-	17,204.66	-	56.99%	
Additional Services - (Brown & Caldwell: FY 21/22)	60,000.00	bc1	-	-	60,000.00	-	0.00%	
Total	80,833.92		5,760.00	-	35,073.92	-	7.13%	

North Bay Water Reuse Authority
July 1, 2020 to Date Transaction Summary
as of November 17, 2021
Discretionary

Item No. 11.c

<u>Date</u>	<u>Description</u>	<u>Amount</u>	
7/1/2021	Beginning Balance	66,639.50	b

Current NBWRA Balance	66,639.50
PENDING	
County of Marin	5,000.00

Projected Balance	71,639.50
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Current NBWRA Reconciliation	
Beginning Balance	66,639.50
Deposits	-
Interest Earnings	-
Payments	-
Balance	66,639.50

Combined	Marin Muni Water Dist.	Marin County	City of American Canyon
66,639.50	21,884.62	20,000.00	15,000.00
-		15,000.00	
-			
66,639.50	-	35,000.00	15,000.00
5,000.00			
-			
71,639.50	21,884.62	35,000.00	15,000.00

Current NBWRA Joint Use Reconciliation by Entity				
66,639.50	21,884.62	20,000.00		15,000.00
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
66,639.50	21,884.62	20,000.00		15,000.00

NBWRA Obligations						
<u>Vendor</u>	<u>Encumbrances</u>	<u>Paid to date</u>	<u>Adjustments</u>	<u>Balance</u>	<u>Expires</u>	<u>% Spent</u>
<u>N/A</u>						
Total	-	-	-	-		
<u>Project</u>	<u>Unencumbered</u>	<u>Spent</u>	<u>Misc.</u>	<u>Balance</u>		<u>% Spent</u>
Admin Agency Services (Unallocated)	-	ua	-	-		0%
Admin Agency Services (Room Rental)	-	rr	-	-		0%
Federal Congressional Tour	-	ft	-	-		0%
State Congressional Tour	-	st	-	-		0%
Total	-	-	-	-		
Miscellaneous Expenses		m	-			
	<u>Scheduled costs</u>	<u>Expenses</u>	<u>Adjustments</u>	<u>Balance</u>		<u>% Spent</u>
Total	-	-	-	-		0%

Interest
North Bay Water Reuse Authority
as of November 17, 2021

FY2013/2014

Period	Date Posted	Amount
1st Quarter	10/15/2013	\$ 1,335.43
2nd Quarter	1/15/2014	\$ 1,445.77
3rd Quarter	4/16/2014	\$ 1,034.70
4th Quarter	7/16/2014	\$ 590.63
Total		\$ 4,406.53

FY2014/2015

Period	Date Posted	Amount
1st Quarter	10/15/2014	\$ 1,849.53
2nd Quarter	1/15/2015	\$ 2,430.25
3rd Quarter	4/16/2015	\$ 2,256.57
4th Quarter	7/15/2015	\$ 1,682.38
Total		\$ 8,218.73

FY2015/2016

Period	Date Posted	Amount
1st Quarter	10/15/2015	\$ 1,631.68
2nd Quarter	1/15/2016	\$ 3,371.28
3rd Quarter	4/15/2016	\$ 3,509.54
4th Quarter	7/15/2016	\$ 3,407.03
Total		\$ 11,919.53

FY2016/2017

Period	Date Posted	Amount
1st Quarter	10/14/2016	\$ 4,111.97
2nd Quarter	1/13/2017	\$ 5,277.04
3rd Quarter	4/14/2017	\$ 5,383.46
4th Quarter	7/14/2017	\$ 5,766.27
Total		\$ 20,538.74

FY2017/2018

Period	Date Posted	Amount
1st Quarter	10/17/2017	\$ 5,909.98
2nd Quarter	1/12/2018	\$ 7,669.67
3rd Quarter	4/13/2018	\$ 6,628.28
4th Quarter	7/13/2018	\$ 6,146.03
Total		\$ 26,353.96

Interest
North Bay Water Reuse Authority
as of November 17, 2021
FY2018/2019

Period	Date Posted	Amount
1st Quarter	10/15/2018	\$ 5,512.88
2nd Quarter	1/15/2019	\$ 6,454.76
3rd Quarter	4/12/2019	\$ 7,728.98
4th Quarter	7/12/2019	\$ 7,205.96
Total		\$ 26,902.58

FY2019/2020

Period	Date Posted	Amount
1st Quarter	10/11/2019	\$ 6,387.63
2nd Quarter	1/10/2020	\$ 5,694.80
3rd Quarter	4/9/2020	\$ 5,477.49
4th Quarter	7/15/2020	\$ 4,828.69
Total		\$ 22,388.61

FY2020/2021

Period	Date Posted	Amount
1st Quarter	10/13/2020	\$ 3,246.60
2nd Quarter	1/15/2021	\$ 2,101.72
3rd Quarter	4/13/2021	\$ 1,746.08
4th Quarter	6/30/2021	\$ 1,335.66
Total		\$ 8,430.06

FY2021/2021

Period	Date Posted	Amount
1st Quarter	10/12/2021	\$ 1,278.75
2nd Quarter		
3rd Quarter		
4th Quarter		
Total		\$ 1,278.75

Balance

		Amount
		\$ 129,158.74
Transfer to JU		\$ (60,000.00)
Total		\$ 69,158.74

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Agenda Explanation
North Bay Water Reuse Authority
Board of Directors
November 29, 2021

ITEM NO. 12 STATUS OF PHASE 1 RECONCILIATION AND CLOSEOUT ACTIVITIES

Action Requested

None at this time

Summary

The final completion date for construction of Phase 1 projects is September 30, 2021 and all funded Phase I projects are complete. Reconciliation and closeout are ongoing as Sonoma Water works on the project closeout report with the Phase 1 member agencies and USBR.

An email with the draft *Final Project Report for the North Bay Water Reuse Program, Phase 1*, along with *Attachment A*, which contains descriptions of each of the projects was sent to the main contacts at each agency on November 17, 2021 asking for comments, clarifications, and visual aids for the final report. Feedback from the agencies is requested by Friday, December 10, 2021.

In addition to the final report for USBR, the Phase 1 closeout process will include the final reconciliation and cost reallocation.

Recommendation

None at this time.

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Agenda Explanation
North Bay Water Reuse Authority
Board of Directors
November 29, 2021

ITEM NO. 13 STATUS OF PHASE 2

Action Requested

None at this time

Summary

The consultant team submitted the updated Phase 2 Feasibility Study to Reclamation for their review on May 10, 2021. The updated document integrated the new SVCSD and Petaluma projects into the existing Phase 2 Program. The new projects were integrated as follows:

- For SVCSD, the 8th Street East Pipeline was combined with the existing Napa Road Pipeline Project to create the new 8th Street East and Napa Road Pipeline Project.
- For the City of Petaluma, both the Maria Pipeline and Adobe Road Pipeline projects were integrated into the existing Agricultural Recycled Water Expansion Project.

On July 29, 2021, Kevin Booker received both a transmittal letter and an approval memorandum for the updated Phase 2 Feasibility Study from Reclamation. The updated Feasibility Study should allow the group to include the new projects in any future Title XVI grant application. We are on hold until a Title XVI funding opportunity presents itself or/if the agencies request an update to the feasibility study.

Recommendation

None at this time. This is an information item only.

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Agenda Explanation
North Bay Water Reuse Authority
Board of Directors
November 29, 2021

ITEM NO. 14 ITEMS FOR THE NEXT AGENDA

Action Requested

None at this time.

Summary

Items for the next Agenda include regular reports, Phase 1 Status Report and Closeout, Phase 2 Status Report, Water Bond Status, federal infrastructure bill status, continue the discussion of possible future projects and direction for NBWRA, and budget considerations. Pending action from the Board future agenda items might also include a report from the TAC.

Recommendation

None at this time.